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security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the premises, that the same are unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the premises, including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. To pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises or any part thereof.
6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation now existing or hereafter adopted against Mortgagee upon this mortgage, or the debt hereby secured, or upon Mortgagee's interest under this

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10. To make monthly deposits with mortgage, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the premises and

9. To deliver to mortgagee all policies of insurance, with evidence of premiums prepaid for one (1) year (renewal policies to be delivered not less than ten days prior to the respective dates of expiration) and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to mortgagee in writing.

8. To keep the premises continuously insured until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard and liability insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, mortgagee shall immediately notify mortgagee in writing and mortgagee hereby authorizes and directs each and every insurance company concerned to make payments for such loss jointly to mortgagee and mortgagee, and the insurance proceeds or any part thereof may be applied by mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve mortgagee from making any payments herein required until the indebtedness is paid in full.

7. To exhibit to mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which mortgagee is required or shall elect to pay hereunder.

6. For any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the state of Illinois for commercial business loans of this type and provided further that in the event of the adoption of any law or regulation affecting such highest lawful rate of interest, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of mortgagee.

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HEREIN IS UNCLASSIFIED  
DATE 08/14/2001 BY SP-6  
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14. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act herein before required of Mortgagee, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchases, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim against the premises or for any other purpose and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee

13. To furnish to the Mortgagee financial statements in a form satisfactory to Mortgagee, within ten (10) days of its request from time to time during the term of this loan.

12. To deliver to the Mortgagee monthly reports of the rental income and expenses of the premises in such reasonable detail as the Mortgagee may require signed by the responsible operating official of the premises. Any detail needed to explain said reports shall be furnished on request from the Mortgagee including but not limited to copies of any subleases of the premises.

11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagee and the proceeds or any part thereof shall be applied by Mortgagee, at its option, either the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Notwithstanding the foregoing, Mortgagee may elect to pay any insurance premiums on an installment basis. Any insufficiency of such deposits to pay such taxes, assessments or premiums when due shall be paid by Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any such deposits to any obligation secured hereby or due hereunder. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstated, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagee in writing. While any such waiver is in effect, Mortgagee shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

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(a) Mortgagor hereby sells, assigns and transfers unto Mortgagor all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagor under the powers herein granted, being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the rents, issues and profits thereunder, to Mortgagor hereby irrevocably appoints Mortgagor its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Paragraph 14 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as said Mortgagor shall, in its discretion, determine, and to collect all of said rents, issues and profits, and to apply the same to the payment of the interest on the loan hereby secured (as made), for the benefit of Mortgagor, with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption not-withstanding any redemption, the receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to agents or attorneys, either with or without process of law, to enter upon and take possession of the premises and goods, chattels, and real and personal property, and to remove any persons, goods, chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease or let the same, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

hereby;

16. To further secure the indebtedness secured

16. To further secure the indebtedness secured by this instrument, the Mortgagor hereby grants to the Mortgagee, its agents or attorneys, either with or without process of law, to enter upon and take possession of the premises and goods, chattels, and real and personal property, and to remove any persons, goods, chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease or let the same, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

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(j) Although it is the intention of the parties that the assignment contained in this paragraph is shall be a present assignment, it is expressly understood and agreed, anything herein contained to

(e) Nothing herein contained shall be construed to impose upon Mortgagee any of the obligations of the pre-Mortgagee under any leases or subleases of the premises now existing or which may hereafter exist, other than the collection of rents, and issues and profits thereunder.

(d) Mortgagee further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

(c) Nothing herein contained shall be construed as constituting Mortgagee a Mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Paragraph 14 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

(b) Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than thirty (30) days in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagee. Mortgagee waives any rights of set off against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Mortgagee shall furnish to Mortgagee rental insurance, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagee agrees that it will not assign any of the rents or profits of the premises without the prior written consent of Mortgagee.

accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease and agreement, written or verbal, or other tenancy existing, or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 14 hereof.

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10/10/2010

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21. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, any guaranty or this mortgage. Wherever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the premises shall be made by Mortgagor to Mortgagee.

(a) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

(b) accept additional security of any kind, exercise or retain from exercising or waive any right Mortgagee may have,

(c) make any agreement extending the time or otherwis altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,

(d) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,

20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

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EXHIBIT

STATE OF ILLINOIS  
COUNTY OF COOK

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BOOK 333 00165

89108224

David A. Kallick  
Hurley & Kallick, Ltd.  
500 Lake Cook Road  
Suite 250  
Deerfield, Illinois 60015

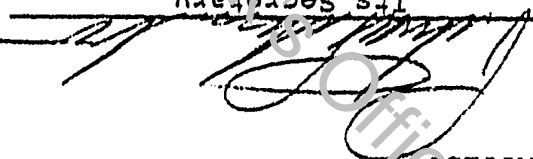
David A. Kallick  
Hurley & Kallick, Ltd.  
500 Lake Cook Road  
Suite 250  
Deerfield, Illinois 60015  
(312) 945-0554

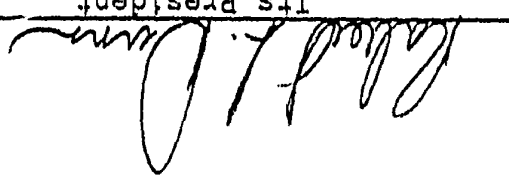
This instrument was prepared by: [Name]      Mail To: [Name]

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COOK COUNTY, ILLINOIS  
1903 MAR 3 01:23:31

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ATTEST:  
  
Its Secretary

By:   
Its President  
VICE

MONARCH ASPHALT CO.

MORTGAGOR:

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the day and year first written above.

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My Commission Expires Jan. 8, 1990

My commission expires:

Notary Public

*[Handwritten Signature]*

GIVEN under my hand and notarial seal this 7th day of March, 1989.

I, David A. Kaulick, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Robert S. Dunn and Peter Palko, the President and Secretary of MONARCH ASPHALT CO., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

STATE OF ILLINOIS )  
COUNTY OF COOK )

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P.I.N. 16-25-309-014

3033 S. Albany, Chicago, IL 60655

beginning.

NOTE: The west line of said Block 24 is assumed as "Due North-South" for the following courses.

Beginning at a point in the East line of the West 33 feet of said Block 24, said point being 260.62 feet South of the North line of 30th Street, said North line being 33 feet North of the North line of Block 23 in said partition;

Thence South 89° 55' East along a line that is parallel with the South line of 28th Street, 71.18 feet;

Thence North 0° 05' East, 15.50 feet;

Thence South 89° 55' East, 97.70 feet;

Thence South 16° 05' East, 92.65 feet;

Thence North 84° 02' East, 67.09 feet;

Thence South 31° 44' 30" East, ~~111.00~~ feet to point (A) in the following described diagonal line;

Beginning at a point that is 83° feet East of the West line and 133° feet North of the South line of said Block 24; thence North 63° 33' 40" East to a point in the East line of said Block 25, said point being 422.06 feet North of the South East corner of said Block;

Said point (A) being 311.21 feet Southwesterly of a line that is 33 feet West of the East line of said Block 25.

Thence South 63° 33' 40" West on said diagonal line, 304.57 feet to the East line of the West 83 feet of said Block 24;

Thence Due South on said line, 100 feet to the North line of the South 33 feet of said Block 24;

Thence South 89° 51' West on said line, 50 feet to a point in the East line of the West 33 feet of said Block 24;

Thence Due North on said line, 401.80 feet to the place of beginning.

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11645 W. Grand Avenue, Northlake, IL 60164  
P.I.N. 12-30-101-002

THAT PART OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST FRACTIONAL 1/4; THENCE SOUTH 01 DEGREES 11 MINUTES WEST ALONG THE WEST LINE OF SAID NORTH WEST FRACTIONAL 1/4, SAID LINE BEING ALSO THE CENTER LINE OF COUNTY LINE (MT PROSPECT) ROAD, A DISTANCE OF 1641.02 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE SOUTH 86 DEGREES 58 MINUTES EAST ALONG THE CENTER LINE OF GRAND AVENUE, A DISTANCE OF 640.0 FEET TO THE POINT OF BEGINNING OF LAND HEREIN TO BE CONVEYED; THENCE SOUTH 03 DEGREES 02 MINUTES WEST A DISTANCE OF 473.0 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES EAST ALONG A LINE PARALLEL WITH THE CENTER LINE OF GRAND AVENUE, A DISTANCE OF 500.0 FEET; THENCE NORTH 03 DEGREES 02 MINUTES EAST, A DISTANCE OF 473.0 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE NORTH 86 DEGREES 58 MINUTES WEST, ALONG THE CENTER LINE OF GRAND AVENUE, A DISTANCE OF 500.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE FOREGOING DESCRIBED LAND LYING NORTH OF A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE CENTER LINE OF GRAND AVENUE.

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COOK COUNTY CLERK'S OFFICE  
2000 N. LAKE ST.

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CHICAGO, IL 60610

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CHICAGO, IL 60610

COOK COUNTY CLERK'S OFFICE  
2000 N. LAKE ST.

PARCEL 1

THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, SAID POINT BEING 311.08 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, AS MEASURED ALONG SAID WEST LINE; THENCE SOUTHEASTERLY TO A POINT IN A LINE, SAID LINE BEING 250.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, AS MEASURED ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, SAID POINT

BEING 391.83 FEET SOUTH OF THE NORTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTH ALONG SAID PARALLEL LINE 286.42 FEET TO A POINT 125.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE WEST ALONG A LINE PARALLEL WITH THE SAID SOUTH LINE A DISTANCE OF 225.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 142 DEGREES 26 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE, MEASURED FROM EAST ~~(TO SOUTH)~~ TO SOUTH WEST, A DISTANCE OF 96.75 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26 A DISTANCE OF 109.54 FEET TO A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, SAID POINT BEING 66.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 285.42 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

7302 N. St. Louis, Skokie, IL 60076  
P.L.N. 10-26-412-040

PARCEL 2

Reciprocal Easement for the benefit of Parcel 1 for private roadway purposes as disclosed by the Warranty Deed dated 1/13/76 and recorded 3/3/76 as Document 23405417 made by Material Service Corporation, a Delaware Corporation to Allied Chemical Corporation, a New York corporation, over an 8 foot wide strip of land running in an easterly-westerly direction and situated south of and adjoining the southerly line of Parcel 1.

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