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ILLINOIS

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\$51.00

REVOLVING CREDIT MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

made by

COPPERWELD TUBING PRODUCTS COMPANY

as Mortgagor,

to

PITTSBURGH NATIONAL BANK,

as Collateral Agent,

as Mortgagee

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036
Attention: David A. Walden

THIS MORTGAGE SECURES FUTURE
ADVANCES AND OBLIGATIONS.

Permanent Tax Index Number: 19-28-100-044-0000; 19-28-100-046-
0000; 19-28-100-047-0000; 19-28-100-048-0000; 19-28-100-045-
0000; 19-28-100-054-0000;

Address of Mortgaged Property:

7401 N. Linden Avenue
Chicago, IL 60638
(Bedford Park)

COOK COUNTY, ILLINOIS

1990 OCT 19 PM 2:07

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BOX 333 - HV

01-7274677 81825

Property of Cook County Clerk's Office

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This document is intended to be recorded in Cook County, Illinois

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036
Attention: David A. Walden

REVOLVING CREDIT MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND
FIXTURE FILING

THIS REVOLVING CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING, dated as of October 17, 1990 (this "Mortgage") made by COPPERWELD TUBING PRODUCTS COMPANY, an Ohio corporation having its principal office at c/o Copperweld Corporation, Four Gateway Center, Pittsburgh, Pennsylvania 15222, a subsidiary of the Borrower (as hereinafter defined) and successor by merger to Regal Tube Company, a Pennsylvania corporation and predecessor in title to the property described on Exhibit A hereto, as mortgagor (hereinafter "Mortgagor"), to PITTSBURGH NATIONAL BANK, as Collateral Agent for the benefit of the Banks (as such term is defined in the Credit Agreement hereinafter defined), having an address at Fifth Avenue & Wood Street, Pittsburgh, Pennsylvania 15265 (hereinafter "Mortgagee").

W I T N E S S E T H :

WHEREAS, pursuant to the terms of that certain Credit Agreement dated as of October 17, 1990 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Copperweld Corporation, a Delaware corporation having its principal office at Four Gateway Center, Pittsburgh, Pennsylvania 15222, as borrower (hereinafter "Borrower"), those certain financial institutions listed on the signature pages thereof

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(collectively, the "Banks") and Banque Nationale de Paris, New York Branch, as agent, the Banks have agreed, inter alia, upon the terms and conditions contained in the Credit Agreement, to make and provide the following loans:

(1) certain Revolving Loans A, which Revolving Loans A are evidenced by separate Revolving Loan A Notes made by Borrower to the order of each of the Banks, in the aggregate principal amount of \$75,000,000, bearing interest at variable rates as set forth in the Credit Agreement, and having a maturity date of December 15, 1997, the aforesaid variable rates shall not, as they affect the lien of this Mortgage in excess of \$75,000,000, exceed the maximum LIBOR rate then in effect plus 3%; and

(2) certain Revolving Loans B, which Revolving Loans B are evidenced by separate Revolving Loan B Notes made by Borrower to the order of each of the Banks, in the aggregate principal amount of \$35,000,000 bearing interest at variable rates as set forth in the Credit Agreement, and having a maturity date of October 23, 1991, and which rate may be extended pursuant to Section 3.04 of the Credit Agreement, the aforesaid variable rates shall not, as they affect the lien of this Mortgage in excess of \$35,000,000, exceed the maximum LIBOR rate then in effect plus 3%.

WHEREAS, Mortgagor desires to execute this Mortgage to secure the following:

(1) the payment of the principal balance of the indebtedness evidenced by each and all of the Notes (including any renewals, extensions, substitutions, exchanges or modifications thereof), issued pursuant to the Credit Agreement together with interest on all such indebtedness, any prepayment or late charges, and any and all other amounts whatsoever payable at the times and in the manner described therein or in the Credit Agreement, including, without limitation, amounts of principal which may be repaid and readvanced under the Notes in accordance with the Credit Agreement; and

(2) the prompt and faithful payment, performance, discharge and observance of all obligations, covenants, agreements, conditions, representations, warranties, indemnities and liabilities of Mortgagor to be paid, observed or performed by or due or to become due to the

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Banks under or pursuant to any Note, the Credit Agreement, the Collateral Agent Agreement or any of the Security Documents (as such terms are defined in the Credit Agreement) together with interest thereon; provided, however, that with respect to any indemnity contained in the Credit Agreement or in any Security Document which by its terms survives repayment of the principal balance of any of the Notes, this Mortgage shall secure the same only so long as any of the Notes shall remain unpaid; and

(3) the prompt and faithful payment of all sums, if any, as may be expended or advanced by Mortgagee in the payment, performance, discharge or observance of any obligation, covenant, agreement, condition, representation, warranty, indemnity or liability of Mortgagor hereunder, together with interest thereon, and of all sums otherwise advanced by the Mortgagee pursuant to the provisions hereof or any other document to protect the property hereby mortgaged and pledged; and

(4) the prompt and faithful payment, performance, discharge and observance of any and all other indebtedness, obligations, covenants, agreements, conditions, representations, warranties, indemnities and liabilities which this Mortgage by its terms secures (all of the foregoing matters specified in paragraphs (1) through (4) hereof being collectively referred to herein as the "Obligations"); and

WHEREAS, this Mortgage is one of three mortgages given pursuant to the Credit Agreement. Such and every term and provision of the Credit Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of all parties thereto are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage. Terms used in this Mortgage which are not defined herein or which are not defined by reference to the Credit Agreement shall have the meanings assigned to them in the Credit Agreement (including any exhibits thereto). In the event of any conflict between the terms of the Credit Agreement and the terms of this Mortgage, the terms of the Credit Agreement shall control.

NOW, THEREFORE, as security for the Obligations and in consideration of the benefits accruing to Mortgagor,

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the receipt and sufficiency of which are hereby acknowledged, MORTGAGOR HEREBY GIVES, GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES AND CONFIRMS TO MORTGAGEE all of its estate, right, title and interest, whether now owned or hereafter acquired, in and to the property described on Exhibit A hereto, which Exhibit A is incorporated herein by reference.

The property described in Exhibit A, hereinafter referred to as the "Land", the Improvements (as hereinafter defined) and all other real property, interests and rights appurtenant thereto described below as being subject to this Mortgage are herein referred to collectively as "this Property" or the "Mortgaged Property".

TOGETHER with all of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to the appurtenant rights and easements, rights of way, and other rights used in connection with the Land and/or the Improvements;

TOGETHER with all of Mortgagor's right, title and interest, now owned or hereafter acquired, in, to and under leasehold estates, and in any or other agreements, relating to the use and occupancy of the Land and/or the Improvements or any portion thereof;

TOGETHER with all of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to the rents, issues and profits of this Property (collectively, "Rents");

TOGETHER with Mortgagor's right, title and interest in any and all buildings and improvements now or hereafter erected on the Land (hereinafter sometimes collectively referred to as the "Improvements") and that portion of the personal property that constitutes fixtures and equipment as defined in the Code (as hereinafter defined) now or hereafter attached to said Improvements or now or at any time hereafter located on the Land and/or Improvements and necessary for the continued operation of the Land and/or Improvements (hereinafter sometimes collectively referred to as the "Equipment");

TOGETHER with all of the Mortgagor's right, title and interest in all fixtures attached to or contained in and used in connection with the said Land and Improvements, including, but not limited to, all machinery, motors,

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elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said Land and Improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom, whether or not the same are or shall be attached to the said Land and Improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property placed by the Mortgagor on and in the said Land and Improvements shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to any of the aforesaid property which does not so form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code of Illinois), this Mortgage is deemed to be a security agreement under the Uniform Commercial Code of Illinois for the purpose of creating hereby a security interest in such property, which the Mortgagor hereby grants to the Mortgagee as secured party; and

TOGETHER with all of the Mortgagor's right, title and interest in any land lying within the right-of-way of any street, open or proposed, adjoining the said Land and Improvements, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said Land and Improvements; and

TOGETHER with all of the Mortgagor's right, title and interest in all materials intended for construction, reconstruction, alteration and repairs of the said Land and Improvements, all of which materials shall be deemed to be included within the said Land and Improvements immediately upon the delivery thereof to the said Land; and

TOGETHER with all the right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in this Property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of this Property.

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TO HAVE AND TO HOLD as provided herein the above granted and described Mortgaged Property unto Mortgagee and to its successors and assigns forever, and Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the Mortgaged Property unto Mortgagee, its successors and assigns against the claim or claims of all persons claiming or to claim the same, or any part thereof.

AND TO PROTECT THE SECURITY OF THIS MORTGAGE, Mortgagor covenants and agrees as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

1.01 Title to this Property. Mortgagor represents and warrants as of the date hereof (a) that it has good and marketable fee simple title to this Property, free and clear of any liens and encumbrances (except the permitted encumbrances set forth on Exhibit B hereto, hereinafter "Permitted Encumbrances"); (b) that this Mortgage is a valid first mortgage lien upon this Property, and it has not created any other lien or encumbrance upon this Property which will remain undischarged after recording of this Mortgage (except Permitted Encumbrances); (c) that Mortgagor has full power and lawful authority to encumber this Property in the manner set forth herein; and (d) that there are no defenses or offsets to this Mortgage or to the Obligations which it secures. Mortgagor shall, subject to Permitted Encumbrances, preserve such title and the validity and priority of this Mortgage and shall forever warrant and defend the same to Mortgagee against the claims of all persons and parties whomsoever.

1.02 Operation of this Property. Mortgagor during the term hereof will obtain and maintain all licenses, authorizations, permits and/or approvals necessary for the ownership, operation and management of this Property, including, without limitation, all required environmental permits.

1.03 Payment and Performance of Obligations. Mortgagor shall pay all of the Obligations when due and without offset or counterclaim, and shall observe and comply in all respects with all of the terms, provisions, conditions, covenants and agreements to be observed and performed

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by it under this Mortgage, the Credit Agreement and all other documents evidencing or securing the Obligations or delivered in connection therewith.

1.04 Maintenance, Repair, Alterations, Etc.

Mortgagor will: keep and maintain this Property in good condition and repair (usual wear and tear excepted); make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen which are necessary to so maintain this Property; except as otherwise provided in Sections 1.07 or 1.12 hereof or in the Credit Agreement, restore any Improvement which may be damaged or destroyed so that the same shall, to the extent permitted by applicable law, be at least equal to its value, condition and character immediately prior to the damage or destruction, and promptly pay when due all claims for labor performed and materials furnished therefor; materially comply with all laws, ordinances, regulations, covenants, conditions and restrictions (collectively, a "law") now or hereafter affecting this Property or any part thereof or the use thereof or requiring any alterations or improvements; not commit or permit any waste or deterioration (usual wear and tear excepted) of this Property; comply with the provisions of any lease, easement or other agreement affecting all or any part of this Property if failure to comply would have a material adverse effect on the value of this Property; not permit the Improvements or any part thereof to become abandoned or unguarded; not remove, demolish or substantially alter so as to substantially reduce the value thereof (except such alterations as may be required by laws, ordinances or governmental regulations) any of the improvements which are a part of the Property; keep and maintain the abutting grounds, sidewalks, roads, parking and landscape areas in good order and repair and reasonably free of nuisance; not commit, suffer or permit any act to be done in or upon the Property in substantial violation of any law, ordinance or regulation; not initiate or acquiesce in any zoning change or reclassification of the Property so as to substantially reduce the value thereof; and keep the Property free and clear of all liens and encumbrances of every sort except Permitted Encumbrances.

1.05 Required Insurance. Mortgagor will, at its expense, at all times during the term hereof provide, maintain and keep in force the policies of property, hazard and liability insurance described in Section 7.05 of the Credit

Agreement, together with statutory workers' compensation insurance with respect to any work performed on or about this Property; and such other insurance against loss or damage with respect to this Property and the kinds from time to time customarily insured against by persons owning or using property similar to this Property and in such amounts as Mortgagee may reasonably require.

1.06 Policy Provisions, Etc. (a) Each policy of insurance maintained by Mortgagor pursuant to Section 1.05 shall (i) name Mortgagee as an additional insured with respect to liability insurance coverage; (ii) contain the standard non-contributory mortgagee clause endorsement in favor of Mortgagee with respect to hazard insurance coverage; (iii) name Mortgagee as loss payee and provide that all insurance proceeds for losses with respect to hazard insurance coverage shall be adjusted and be payable in accordance with Section 1.07 hereof; (iv) include effective waivers by the insurer of all rights of subrogation against any named insured; (v) except in the case of public liability insurance and workers' compensation insurance, provide that any losses shall be payable notwithstanding (A) any act, failure to act, negligence of, or violation or breach of warranties, declarations or conditions contained in such policy by Mortgagor or Mortgagee or any other named insured or loss payee, (B) the occupation or use of the insured properties for purposes more hazardous than those permitted by the terms of the policy, (C) any foreclosure or other proceeding or notice of sale relating to the insured properties or (D) any change in the title to or ownership or possession of the insured properties; (vi) provide that if all or any part of such policy is cancelled, terminated or expires, the insurer will forthwith give notice thereof to each named insured and loss payee and that no cancellation, termination, expiration or reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days after receipt by each named insured and loss payee of written notice thereof; and (vii) not be subject to a deductible in excess of that set forth in the Credit Agreement.

(b) Mortgagor shall pay as and when the same become due and payable the premiums for all insurance policies that Mortgagor is required to maintain hereunder, and all such policies shall be nonassessable. Mortgagor will deliver to Mortgagee concurrently herewith original certificates setting forth in reasonable detail the terms (including, without limitation, any applicable notice requirements) of all insurance policies that Mortgagor is

required to maintain hereunder. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest thereon at the highest rate of the then prevailing and applicable interest rate on the Notes and shall be secured by this Mortgage.

(c) Not later than ten (10) days prior to the expiration, termination or cancellation of any insurance policy which Mortgagor is required to maintain hereunder, Mortgagor shall obtain a replacement policy or policies (or a binding commitment for such replacement policy or policies), which shall be effective no later than the date of the expiration, termination or cancellation of the previous policy.

(d) All insurers shall be authorized to issue insurance in the State in which this Property is located, and all insurers and reinsurers shall have the A.M. Best rating of "A" or better and a financial size rating of XII in the current edition of Best Insurance Reports or such other ratings as shall be reasonably acceptable to Mortgagee.

1.07 Insurance Proceeds. (a) Mortgagor shall give prompt written notice to Mortgagee of the occurrence of any damage to or destruction of the Improvements (which term as used in this Section 1.07 shall include Equipment) in an amount greater than \$100,000.

(b) In the event of any damage to or destruction of the Improvements or any part thereof and at such time an Event of Default shall have occurred and be continuing hereunder, Mortgagee shall receive all proceeds of hazard insurance and shall apply such proceeds to the payment of the Obligations in accordance with the applicable terms of the Credit Agreement.

(c) In the event of any damage to or destruction of the Improvements, and if Mortgagor shall elect to repair or restore the Improvements, and if an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall be entitled to receive all insurance proceeds and Mortgagor shall apply such proceeds to the payment of the costs and expenses of repairing and restoring the Improvements.

(d) If Section 1.07(b) shall be applicable because of the occurrence and continuance of an Event of Default, Mortgagee shall have the right to settle, adjust or compromise any claim under any policy of insurance, and the reasonable expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness secured by this Mortgage, and shall be reimbursed to the Mortgagee on demand. In all other cases, Mortgagor may settle, adjust or compromise any claim.

1.08 Indemnification; Subrogation; Waiver of Offset. If Mortgagee or any of the Banks is made a party defendant to any litigation concerning this Mortgage or this Property or any part thereof, or the construction, operation or occupancy of the Improvements by Mortgagor or anyone else, Mortgagor shall indemnify, defend and hold Mortgagee and the Banks harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee or the Banks in any such litigation, whether or not any such litigation is prosecuted to judgment; provided, however, that nothing herein shall be deemed to require Mortgagor to indemnify, defend and hold harmless Mortgagee with respect to the gross negligence or willful misconduct of Mortgagee or the Banks. If an Event of Default occurs, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and Mortgagor shall pay the reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of such Event of Default.

1.09 Impositions. (a) Mortgagor will pay or cause to be paid when due all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon any of this Property, or arising in respect of the operation, occupancy, use or possession thereof (all of which taxes, assessments and other governmental or nongovernmental charges of like or different nature are hereinafter referred to as "Impositions"); provided, however, that if, by Law, any such Imposition is payable, or may at the option of the payer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same may become due.

(b) If under the provisions of any Law now or hereafter in effect there shall be assessed or imposed: (i) a tax or assessment on this Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) of this Section 1.09, or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) of this Section 1.09, and Mortgagor shall pay and discharge or cause to be paid and discharged the same as herein provided or shall reimburse or otherwise compensate Mortgagee for the payment thereof. Anything to the contrary herein notwithstanding, Mortgagor shall not have any obligation to pay any franchise, doing business, estate, inheritance, income, excess profits or similar taxes levied on Mortgagee or on the Obligations.

(c) Mortgagor covenants to furnish to Mortgagee, promptly following Mortgagee's request, official receipts of the appropriate taxing or other authority, or other proof reasonably satisfactory to Mortgagee, evidencing the payment of Impositions.

(d) Mortgagor will pay all taxes, charges, filing, registration and recording fees, excises and levies imposed in connection with the recording of this Mortgage or imposed upon Mortgagee by reason of its ownership of this Mortgage, other than income, estate, inheritance, excess profits, franchise and doing business taxes or similar taxes, and shall pay any and all stamp taxes and other taxes required to be paid on any of the Obligations. In the event Mortgagor fails to make any such payment within thirty (30) days after written notice thereof from Mortgagee, then Mortgagee shall have the right, but shall not be obligated to, pay the amount due and Mortgagor shall, on demand, reimburse Mortgagee for said amount.

1.10 Utilities. Mortgagor will pay or cause to be paid when due all utility charges which are incurred by Mortgagor for the benefit of this Property or which may become a charge or lien against this Property for gas, electricity, steam, water or sewer services furnished to this Property and all other assessments or charges of a similar nature, whether public or private, affecting this Property whether or not such taxes, assessments or charges are liens thereon.

1.11 Actions Affecting this Property. Mortgagor will appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; and Mortgagor will pay all reasonable costs and expenses incurred by Mortgagor, including cost of evidence of title and attorneys' fees, in any such action or proceeding.

1.12 Condemnation. (a) Should this Property or any part thereof or interest therein be taken or damaged by reason of any public improvements or condemnation proceeding or by the exercise, or threat thereof, of the power of eminent domain or in any other similar manner ("Condemnation"), or should Mortgagor receive any notice or other information thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(b) In the event of a Condemnation of this Property or any part thereof and if Mortgagor shall elect not to repair or restore this Property, or if an Event of Default shall have occurred and be continuing hereunder, Mortgagee shall receive all compensation, awards and other payments or relief therefor made or granted (the "Proceeds") and shall be entitled, at Mortgagee's option, to commence, appear in and prosecute in its own name any action or proceeding in connection therewith. All Proceeds shall be deemed assigned to Mortgagee, and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require. Mortgagee shall have the right to receive and apply all such Proceeds in the manner set forth in Section 1.07(b) hereof as if the Proceeds were insurance proceeds. Such application or release shall not, by itself, cure or waive any default hereunder or notice of default under this Mortgage or invalidate any act done pursuant to such notice, and shall affect the lien of this Mortgage only to the extent of a reduction in the amount of said lien by the amount so applied.

(c) In the event of a Condemnation and if Mortgagor shall elect to repair and restore this Property, if an Event of Default shall not have occurred and be continuing hereunder, Mortgagor shall be entitled to receive all Proceeds and Mortgagor shall apply the Proceeds to the payment of the costs and expenses of repairing and restoring this Property.

(d) If Section 1.12(b) shall govern because of the occurrence and continuance of an Event of Default,

Mortgagee alone shall have the right to settle, adjust or compromise any claim in connection with a Condemnation of this Property, and the reasonable expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness secured by this Mortgage, and shall be reimbursed to the Mortgagee on demand. In all other cases Mortgagee and Mortgagor shall consult and cooperate with each other and each shall be entitled to participate in all meetings and negotiations with respect to the settlement of such claim.

1.13 Additional Security. Upon the occurrence of an Event of Default, Mortgagee may enforce, sell or otherwise realize upon any additional security then held by Mortgagee at its option, either before or concurrently herewith or after enforcing its remedies hereunder.

1.14 Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds the parties hereto, the Banks and their respective successors and assigns.

1.15 Inspections. Mortgagor hereby authorizes Mortgagee, its agents, representatives or workmen, to enter at any reasonable time after at least forty eight (48) hours advance notice to Mortgagor, and accompanied by a representative designated by Mortgagor (except that with respect to any emergency, Mortgagee, its agents, representatives or workman may enter at any time and alone if a representative of Mortgagor is not immediately available) upon or in any part of this Property for the purpose of inspecting the same, and for the purpose of performing any of the acts which Mortgagee is authorized to perform under the terms of this Mortgage.

1.16 Transfers. Subject to the provisions of the Credit Agreement, without the prior written approval of Mortgagee in each instance, which approval shall not be unreasonably withheld, no part of this Property or of any legal or beneficial interest in this Property shall be sold, assigned, conveyed, transferred or otherwise disposed of (whether voluntarily or involuntarily, directly or indirectly, by sale of stock or any interest in Mortgagor, or by operation of law or otherwise).

1.17 Indebtedness Secured by Liens. Except as otherwise provided in the Credit Agreement and except for Permitted Encumbrances, Mortgagor shall not create, incur

suffer to exist, directly or indirectly, any lien or other exception to title or ownership upon or against this Property or any part thereof or any rents or income arising therefrom.

1.18 Environmental Protection Matters.

(a) Mortgagor shall not cause or permit (or knowingly allow any tenant or other occupant of this Property to cause) this Property to be used to generate, use, collect, treat, store, handle, transfer, produce or process Hazardous Substances except where done in a manner that is in compliance with all Environmental Laws relating to the same. Mortgagor shall not cause or permit a release in excess of reportable quantities of Hazardous Substances on, in, over or under this Property, except where done in a manner that is in compliance with all Environmental Laws relating to the same. Mortgagor shall notify Mortgagee in writing immediately upon the receipt of: (i) any Notice which could reasonably result in liabilities of or expenditures by Mortgagor with respect to this Property in excess of \$100,000 or, (ii) Mortgagor's discovery of any occurrence or condition on this Property or any real property adjoining or in the vicinity of this Property that could reasonably cause this Property or any part thereof to be subject to any restrictions on its ownership, occupancy, transferability or use under any Environmental law. Should Mortgagor or any tenant or other occupant of this Property cause or permit any intentional or unintentional act or omission resulting in the unlawful release of Hazardous Substances on, in, over or under this Property, Mortgagor shall promptly, and at Mortgagor's sole expense, clean-up such release, or cause such tenant or other occupant to clean-up such release, to the satisfaction of all governmental authorities with jurisdiction over any such release. Mortgagor shall fully cooperate in allowing from time to time such examinations, tests (including but not limited to a geohydrological survey of soil and subsurface conditions), inspections, and reviews (collectively, "Examinations") of this Property or any part thereof if requested by Mortgagee, provided that Mortgagee and Mortgagor have reasonable cause to believe that such Examinations would reveal environmental problems at this Property. The cost of any such Examination shall be paid by Mortgagor. Unless caused by the conduct of an indemnified party or its agents or employees, Mortgagor shall defend, indemnify and hold Mortgagee and the Banks harmless from and against any and all obligations, costs, losses, claims, damages, penalties, forfeitures, suits, liabilities and reasonable expenses (including, but not limited to, costs of

defense, settlement, investigation and legal expenses) incurred by Mortgagee and the Banks in connection with the existence of Hazardous Substances at this Property. The foregoing indemnification shall survive the repayment of the Obligations.

(b) If any of the provisions of the Illinois Responsible Property Transfer Act of 1988 ("IRPTA") are now or hereafter become applicable to the Property, the Mortgagor shall comply with such provisions. Without limitation on the generality of the foregoing, (i) if the delivery of a disclosure document is now or hereafter required by IRPTA, the Mortgagor shall cause the delivery of such disclosure document to be made to all parties entitled to receive same within the time period required by IRPTA; and (ii) the Mortgagor shall cause any such disclosure document to be recorded with the Recorder of Deeds of the county in which the Property is located and filed with the Illinois Environmental Protection Agency, all within the time periods required by IRPTA. The Mortgagor shall promptly deliver to the Mortgagee evidence of such recording and filing of such disclosure document.

1.19 Permitted Contests. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagor at its expense may contest (after prior written notice to Mortgagee if the contested amount is in excess of \$100,000), by appropriate legal, administrative or other proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor or any Law or the application of any instrument of record affecting this Property or any part thereof or any claims of mechanics, materialmen, suppliers or vendors and lien therefor, or any utility charges and lien therefor, and may withhold payment of the same pending such proceedings if permitted by Law; provided that (a) in the case of any Impositions or lien therefor or any claims of mechanics, materialmen, suppliers or vendors and lien therefor, such proceedings shall suspend the collection therefor from Mortgagee and this Property, (b) neither this Property nor any part thereof or interest therein will be sold, forfeited or lost if Mortgagor pays the amount or satisfies the condition being contested, and Mortgagor would have the opportunity to do so in the event of Mortgagor's failure to prevail in the contest, (c) Mortgagee shall not, by virtue of such permitted contest, be in any danger of any criminal liability, or any civil liability for which Mortgagor has not furnished security as provided in clause (d)

below, and neither this Property nor any interest therein would be subject to the imposition of any lien which would have priority over the lien of this Mortgage for which Mortgagor has not furnished security as provided in clause (d) below, and (d) Mortgagor shall have furnished to Mortgagee a good and sufficient bond or surety or other security as reasonably requested by and reasonably satisfactory to Mortgagor if so required pursuant to clause (c) above or if the failure to comply with such Imposition or Law will result in a lien or charge against this Property in excess of \$100,000 or Mortgagee would be in danger of any civil or criminal liability.

1.20 Land Trust. In the event title to the Property is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein upon the creation of any lien against the Property shall also be construed as a similar prohibition or limitation against the creation of any lien or security interest upon the beneficial interest under such trust.

1.21 Action by Mortgagee to Preserve Premises. Upon an Event of Default and after any applicable grace periods, the Mortgagee in its own discretion, without obligation so to do and without releasing the Mortgagor from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), the Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Property; (ii) to make additions, alterations, repairs and improvements to the Property which it may consider necessary and proper to keep the Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the Property, the security hereof or the rights or powers of the Mortgagee; (iv) to pay any Impositions asserted against the Property and to do so according to any bill, statement or estimate procured from the appropriate office; (v) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which adversely affects the security of this Mortgage or which may be prior or superior hereto; and (vi) in exercising such powers, to pay necessary expenses, including employment of and payment of compensation to counsel or other necessary or desirable consultants, contractors, agents and other employees. The Mortgagor irrevocably appoints the Mortgagee its true and lawful attorney in fact, at the Mortgagee's election, to do and

cause to be done all or any of the foregoing in the event the Mortgagee shall be entitled to take any or all of the action provided for in this Section. The Mortgagor shall immediately, upon demand therefor by the Mortgagee, pay all reasonable costs and expenses incurred by the Mortgagee in connection with the exercise by the Mortgagee of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorneys' fees, all of which shall constitute so much additional indebtedness secured by this Mortgage immediately due and payable, with interest thereon at the highest rate of the then prevailing and applicable interest rate on the Notes.

ARTICLE II

SECURITY AGREEMENT

2.01 Creation of Security Interest. Mortgagor, as debtor, hereby grants to Mortgagee, as secured party, a continuing security interest in, and lien on, the following property, whether now owned or hereafter acquired (collectively, the "Secured Property");

(a) All accounts (as defined in the Uniform Commercial Code as enacted in Illinois; hereinafter referred to as the "Code") arising from or pertaining to the Mortgaged Property, including, without limitation, all casualty insurance policies required to be maintained by Mortgagor hereunder, all leases and Rents, and all Proceeds in any Condemnation;

(b) All of the Equipment which constitutes equipment or fixtures, as defined under the Code;

(c) Any and all renewals or replacements of or additions and substitutions to any of the above-mentioned items; and

(d) All proceeds, including, without limitation, insurance proceeds, of the above-mentioned items.

These security interests and liens shall secure all of the obligations.

2.02 Representations, Warranties and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

(a) Mortgagor is, and as to all the Secured Property acquired after the date hereof will be, the sole owner of the Secured Property, free from any lien, security interest, encumbrance or claim thereon of any kind whatsoever (other than Permitted Encumbrances). Mortgagor will notify Mortgagee of, and will defend the Secured Property against, all claims and demands of all persons at any time claiming the Secured Property or any interest therein other than such interests as are permitted herein or in the Credit Agreement.

(b) The Secured Property is not used or bought for personal family or household purposes.

(c) The Secured Property affixed or attached to this Property will be kept on or at this Property and Mortgagor will not remove any portion or item of such Secured Property without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, except such portions or items of such Secured Property which are consumed or worn out in ordinary usage or removed in the ordinary course of business.

(d) Mortgagor maintains a place of business at the address above stated for Mortgagor and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business.

(e) Mortgagor shall cause all financing and continuation statements and other instruments with respect to the Secured Property at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect and secure the interests of Mortgagee in the Secured Property, and shall pay all filing fees in connection therewith. At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals, continuation statements and amendments thereof pursuant to the Code in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact to execute, deliver and file such instruments for or on behalf of Mortgagor upon

the failure of Mortgagor to do so within a reasonable time after demand, and Mortgagor will pay the cost of any such filing.

(f) This Mortgage shall also be a security agreement under the Code. Some items of Equipment, as described herein, are goods that are or are to become fixtures under the Code, and, it is intended that, as to those fixtures, this Mortgage shall be effective as a financing statement filed as a fixture filing under the Code. Information concerning the security interest created by this Mortgage may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated in the opening paragraph of this Mortgage. The mailing address of Mortgagor, as debtor, is as also stated in the first paragraph hereof. A copy, carbon, photographic or other reproduction of this Mortgage is sufficient as a financing statement under the Code.

2.03 Survival of Security Agreement. Notwithstanding any release of any or all of the property included in the Mortgaged Property which is deemed "real property", or any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations.

2.04 Sale of Secured Property. Except for transactions in the ordinary course of Mortgagor's business or otherwise expressly permitted by the Credit Agreement, Mortgagor, its agents, servants or employees will not sell or assign or otherwise transfer the Collateral, either in whole or in part, or any interest therein, nor, except for transactions in the ordinary course of Mortgagor's business, will it remove or permit removal of any of the Collateral from the locations where it now is without the written consent of Mortgagee. Mortgagor shall provide Mortgagee, at any time at Mortgagee's request, with a reasonably complete, specific description of all the Collateral and the location thereof, and shall at all reasonable times give Mortgagee, its agents and representatives full access to the Collateral.

ARTICLE III

ASSIGNMENT OF LEASES, RENTS AND PROFITS

3.01 Assignment. To further secure the indebtedness secured hereby, Mortgagor hereby sells, assigns and transfers unto Mortgagee all the Rents now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any letting of, or of any agreement for the use or occupancy of this Property 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 Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Mortgagee and not merely the granting of a security interest. Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney in its name, place and stead, with or without taking possession of this Property as provided in Section 4.02(a) hereof) to rent, lease or let all or any portion of this Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and to collect all of said Rents arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or oral, or other tenancy existing, or which may hereafter exist on this Property, 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 Section 4.02(a) hereof. Mortgagor represents and agrees that except with the prior written approval of Mortgagee, no Rent has been or will be paid by any person in possession of any portion of this Property for more than one installment in advance and that the payment of none of the Rents to accrue for any portion of this Property will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor, except as may be approved in writing by Mortgagee. As between Mortgagor and Mortgagee, Mortgagor waives any rights of set-off against any person in possession of any portion of this Property. Mortgagor agrees that it will not assign any of the Rents of this Property. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of this Property by Mortgagee pursuant to Section 4.02(a) hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or

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enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor, except liability arising out of the gross negligence or willful misconduct of Mortgagee. Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of this Property and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in this Property as Mortgagee shall from time to time reasonably require. Although it is the intention of the parties that the assignment contained in this Section 3.01 shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section except after the occurrence and during the continuance of an Event of Default.

3.02 Declaration of Subordination to Leases. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases and subleases of all or any part of the Property upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds of the county wherein the Property is situated, of a unilateral declaration to that effect.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

4.01 Events of Default. The occurrence of any of the following specified events shall constitute an "Event of Default" hereunder:

(a) Mortgagor shall default in the payment when due of any amounts owed by it hereunder to Mortgagee or any other Person and such default shall continue unremedied for a period of five (5) Business Days after written notice to it by Mortgagee; or

(b) Mortgagor shall default in the due performance or observance of any term, covenant or agreement contained in Section 1.18 and such default shall continue unremedied for a period of twenty (20) Business

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Days after written notice to it by Mortgagee; provided, however, that if such default is not susceptible of complete cure within such twenty (20) Business Day period and Mortgagor has commenced to cure within such period, no Event of Default shall be deemed to have occurred if Mortgagor diligently and continuously prosecutes such cure to completion; or

(c) An "Event of Default" as defined in the Credit Agreement shall occur and be continuing; or

(d) Mortgagor shall default in the due performance by it of any other term, covenant or agreement contained in this Mortgage, not listed in clauses (a) through (c), and such default shall continue unremedied for a period of twenty (20) Business Days after written notice to Mortgagor by Mortgagee; provided, however, that if such default is not susceptible of complete cure within such twenty (20) Business Day period and Mortgagor has commenced to cure within such period, no Event of Default shall be deemed to have occurred if Mortgagor diligently and continuously prosecutes such cure to completion.

4.02 Remedies Upon Default. If an Event of Default shall occur and be continuing, Mortgagee may:

(a) declare any or all of the indebtedness secured by this Mortgage to be due and payable immediately;

(b) either in person or by agent with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security or the solvency of any person, including, without limitation, Mortgagor, enter upon and take possession of this Property or any part thereof, in its own name or in the name of Mortgagor, and do or cause to be done any acts which it deems necessary or desirable to preserve the value of this Property or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of this Property, make, cancel or modify leases and sue for or otherwise collect the Rents thereof, including those past due and unpaid, and apply the same, less costs of operation and collection, including attorney's fees, to the payment of the Obligations in accordance with the applicable terms

of the Credit Agreement. The entering upon and taking possession of this Property, the collection of such Rents and the application thereof as aforesaid, shall not, by itself, cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default hereunder and, notwithstanding the continuance in possession of this Property or the collection, receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for herein or in the Credit Agreement or at law or in equity upon the occurrence of any Event of Default;

(c) commence and maintain one or more actions at law or in equity or by any other appropriate remedy (i) to protect and enforce Mortgagee's rights, whether for the specific performance of any covenant or agreement herein contained (which covenants and agreements Mortgagor agrees shall be specifically enforceable by injunctive or other appropriate equitable remedy), (ii) to collect any sum then due hereunder, (iii) to aid the execution of any power herein granted, or (iv) to foreclose this Mortgage by judicial proceeding, without prejudice to the right of Mortgagee thereafter to pursue and enforce any other appropriate remedy against Mortgagor;

(d) exercise any or all of the remedies available to a secured party under the Code; and

(e) exercise any other right or remedy available to Mortgagee under the Credit Agreement or other Credit Documents or otherwise available at law or in equity.

4.03 Right of Foreclosure. If an Event of Default shall occur and be continuing, Mortgagee shall have the right, at its option, to proceed at law or in equity to foreclose this Mortgage with respect to all or any portion of this Property, any statute or rule of law at any time existing to the contrary notwithstanding. Mortgagee may, to the extent permitted by law, adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by an applicable provision of law, Mortgagee may make such sale at the time and place to which the same shall be so adjourned. With respect to all components of the Mortgaged Property, except the Land and the Improve-

ments, Mortgagee is hereby irrevocably appointed, to the extent permitted by law, the true and lawful attorney of Mortgagor (coupled with an interest), in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property, exclusive of the Land and the Improvements, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons with such power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Notwithstanding the foregoing, Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for such purpose, and as may be designated in such request. To the extent permitted by law, any such sale or sales made under or by virtue of this Article IV shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Mortgagor. Upon any sale made under or by virtue of this Article IV, Mortgagee may, to the extent permitted by law, bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Obligations secured hereby the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which Mortgagee is authorized to deduct by Law or under this Mortgage.

4.04 Sale of Premises Pursuant to Foreclosure.

In case of a sale pursuant to a foreclosure of this Mortgage, the Mortgaged Property, whether real, personal or mixed, may be sold for cash or credit as an entirety or in parcels, by one sale or by several sales held at one time or at different times, all as Mortgagee, in its unrestricted discretion, may elect, and Mortgagor, for and on behalf of itself and all persons claiming by, through or under Mortgagor, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure sale. Any such sale shall bind Mortgagor, shall operate to divest all right, title and interest whatsoever, either at law or in equity, of Mortgagor in and to the property sold, and shall be a perpetual bar, both at law

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and in equity, against Mortgagor and its successors and assigns, and against any all persons claiming through or under Mortgagor. The proceeds of any sale made under or by virtue of this Article IV, together with any other sums which then maybe held by Mortgagee under this Mortgage, whether under the provisions of this Article or otherwise, shall be applied to the payment of the Obligations in accordance with the applicable terms of the Credit Agreement.

4.05 Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Property or any portion thereof. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Property and the Mortgagee or any holder of any of the Notes may be appointed as such receiver. Such receiver shall have power (i) to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (ii) to extend or modify any then existing leases and to make new leases, which extension, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Mortgagor and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured by this Mortgage, or found due or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become

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superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

4.06 Insurance After Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing and restoring the Property, shall be used to pay the amount due in accordance with any judgment of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

4.07 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Obligations secured hereby and to exercise all rights and powers under this Mortgage or under the Credit Agreement or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed or trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Credit Agreement to Mortgagee, or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

4.08 No Mortgagee in Possession. Nothing herein contained nor any action by Mortgagee pursuant hereto or otherwise shall be construed as constituting the Mortgagee a mortgagee in possession, without in each case the written acknowledgement of Mortgagee.

4.09 Waiver of Redemption, Notice, Marshalling, Etc. Notwithstanding anything herein contained to the con-

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trary, to the extent permitted by law, Mortgagor: (a) hereby waives trial by jury; (b) will not (i) at any time insist upon, or plead, or in any manner whatever, claim or take any benefit or advantage of any stay or extension or moratorium law, homestead and all other exemptions from execution or sale of this Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (ii) claim, take or insist upon any benefit or advantage or any law now or hereafter in force providing for the valuation or appraisal of this Property or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; and (c) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshalled upon any foreclosure hereof.

4.10 Expenses of Enforcement. In connection with any action to enforce any remedy of Mortgagee under this Mortgage, Mortgagor agrees to pay all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, reasonable attorneys' fees, receiver's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be reasonably estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary, and neither Mortgagee nor any other person shall be required to accept tender of any portion of the indebtedness then secured hereby unless the same be accompanied by a tender of all such expenses, costs and commissions. All expenditures and expenses of the nature in this Section 4.08 mentioned, and such expenses and fees as may be incurred in the protection of this Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding, including appellate proceedings, affecting this Mortgage or this

Property (including, without limitation, the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by Mortgagor, with interest thereon at the default rate set forth in Section 2.06(d) of the Credit Agreement and shall be part of the indebtedness secured by this Mortgage.

ARTICLE V

MISCELLANEOUS

5.01 Definitions. As used in this Mortgage, the following terms have the following respective meanings:

Environmental Laws: any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about this Property, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.

Hazardous Substances: (i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws;

(ii) Those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and

(iv) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls,

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(D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (E) flammable explosives; or (F) radioactive materials.

5.02 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State in which this Property is located. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.03 Limitation on Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and all other instruments evidencing or securing the Obligations to contract in strict compliance with the relevant usury laws. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by relevant law.

5.04 Notices. Except as otherwise set forth herein, all notices, requests and demands required or permitted to be made hereunder shall be in writing and sent by certified or registered mail, return receipt requested or by express overnight courier or delivery service (provided the same shall provide dated evidence of delivery), shall be deemed given or made three (3) Business Days after mailing if sent by mail or one (1) Business Day after consignment to an express overnight courier or delivery service and shall be directed as follows:

If to Mortgagee:	Pittsburgh National Bank Fifth Avenue & Wood Street Pittsburgh, Pennsylvania 15265 Attn: Richard J. Hendrix
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If to Mortgagor: c/o Copperweld Corporation
Four Gateway Center
Pittsburgh, Pennsylvania 15222
Attn: Vice President and
Chief Financial Officer

or to such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party servicing or desiring to serve notice as a place for the service of notice.

5.05 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties and are not a part of this Mortgage.

5.06 Non-Waiver. No failure by Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect, or the rights of Mortgagee with respect to any other then existing or subsequent breach.

5.07 Further Assurances. Mortgagor, at its own expense, will execute, acknowledge and deliver all such instruments and take all such action as may be necessary to assure to Mortgagee the interest in the Mortgaged Property herein described and the rights intended to be provided to Mortgagee herein.

5.08 Remedies Cumulative. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Mortgagee or to which Mortgagee may be otherwise entitled may be exercised from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

5.09 Partial Invalidity. If any of the provisions of this Mortgage or the application thereof to any person, party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such provision or provisions to persons,

parties or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

5.10 Revolving Credit Mortgage. This Mortgage is given to secure, among other things, Revolving Loans A and Revolving Loans B and shall secure not only presently existing indebtedness under the Credit Agreement but also any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to the Banks, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized (but only at the option of the Banks), including future advances and readvances, pursuant to the Credit Agreement, whether such advances are obligatory or to be made at the option of the Banks, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. This Mortgage shall be deemed to satisfy the requirements of a revolving credit mortgage pursuant to Paragraphs 6405 and 312.3 of Chapter 17 of the Illinois Revised Statutes (1989). The lien of this Mortgage shall be valid and have priority as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which this Property is located. The total principal amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby at any one time outstanding shall not exceed \$110,000,000.00 plus interest thereon, fees payable under the Credit Agreement and any disbursements which Mortgagee may make under this Mortgage, the Credit Agreement or any other document with respect hereto (e.g., for payment of Impositions or insurance on this Property) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

5.11 Compliance with Illinois Mortgage Foreclosure Law. (a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the

provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Section 4.08 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

5.12 Waiver of Statutory Rights. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its right to redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

5.13 Cap on Advances and Other Amounts Incurred by Mortgagee. In no event shall the total amount secured hereby, excluding principal and including such additional amounts of any loan commissions, service charges, liquidated damages, etc., exceed two hundred percent (200%) of the face amount of the Notes.

5.14 Usury. The Mortgagor hereby represents and covenants that the proceeds of the Note will be used for the purposes specified in subparagraph 1(c) contained in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes (1989), and that the indebtedness secured hereby constitutes a "business loan" within the meaning of that Paragraph.

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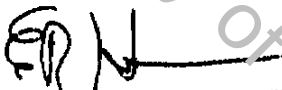
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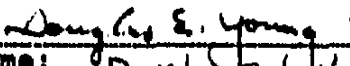
5.15 Miscellaneous. This Mortgage is granted upon the condition that if Mortgagor shall well and truly pay to Mortgagee, its successors or assigns, the Obligations, and shall keep and perform all of the conditions and agreements to be kept, done, and performed by Mortgagor, then this Mortgage shall be void; otherwise, it shall remain in full force and effect and virtue in law and equity forever.

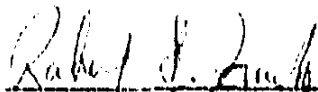
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first above written.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

COPPERWELD TUBING
PRODUCTS COMPANY


Name: E. B. Harmon

By: 
Name: Douglas E. Young
Title: Vice President


Name: Robert J. Amick
As Secretary

UNOFFICIAL COPY

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 17th day of October, 1990, before me, the undersigned officer, personally appeared Douglas E. Young, personally known and acknowledged himself to me to be the Vice President of Copperweld Tubing Products Company, an Ohio corporation (the "Corporation"), and that as such officer of said Corporation, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth C. King
Notary Public

NOTARIAL SEAL

My Commission Expires:

This instrument prepared by:

David A. Walden, Esq.
White & Case
1155 Avenue of the Americas
New York, New York 10036

ELIZABETH KING
Notary Public, State of New York
No. 21-3504219
Qualified in New York County
Commission Expires Aug 31, 1991

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9 0 5 1 3 0 3 (EXHIBIT, A)

PARCEL A:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1373.0 FEET OF THE

NORTH WEST 1/4 OF SECTION 28 AFORESAID 785.55 FEET WEST OF THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE DUE SOUTH ALONG THE WEST LINE OF SOUTH LINDER AVENUE, 709.0 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE EAST 27.50 FEET TO THE CENTER LINE OF SOUTH LINDER AVENUE; THENCE DUE SOUTH ALONG THE SAID CENTER LINE EXTENDED FOR A DISTANCE OF 435.40 FEET TO A POINT IN A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 262.04 FEET FOR A DISTANCE OF 87.45 FEET TO A POINT IN THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (BEING THE NORTH LINE OF THE SOUTH 120.0 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID) AND 488.25 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 89 DEGREES, 52 MINUTES, 30 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 127.37 FEET TO A POINT 360.91 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 303.94 FEET FOR A DISTANCE OF 207.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 20 DEGREES, 07 MINUTES, 16 SECONDS EAST ALONG THE TANGENT OF LAST DESCRIBED CURVED LINE FOR A DISTANCE OF 125.14 FEET TO A POINT IN THE SOUTH EXTENSION OF THE WEST LINE OF SOUTH LINDER AVENUE AFORESAID; THENCE DUE NORTH ALONG SAID EXTENSION FOR A DISTANCE OF 209.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL B:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1373 FEET OF SECTION 28 AFORESAID, WHICH IS 1418.07 FEET WEST OF THE EAST LINE OF SAID NORTH WEST 1/4; THENCE SOUTH ALONG A LINE AT RIGHT ANGLES TO THE SOUTH LINE OF THE AFORESAID NORTH 1373 FEET OF SECTION 28, 963.84 FEET FOR A POINT OF BEGINNING OF THE TRACT OF LAND HEREIN TO BE DESCRIBED; CONTINUING THENCE SOUTH ALONG LAST DESCRIBED LINE 226.58 FEET TO A LINE THAT IS 120 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 28; THENCE WEST ALONG SAID PARALLEL LINE 531.17 FEET TO A POINT 668.94 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE NORTHEASTERLY ALONG A CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 240.01 FEET FOR A DISTANCE OF 48.0 FEET; THENCE NORTH 47 DEGREES, 03 MINUTES, 50 SECONDS EAST, TANGENT TO LAST DESCRIBED CURVE, FOR A DISTANCE OF 291.88 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 2336.84 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 299.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

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PARCEL C:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 1373 FEET OF SECTION 28 AFORESAID, WHICH IS 1134.57 FEET WEST OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID NORTH WEST 1/4; THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTH 1373 FEET OF SECTION 28 AFORESAID 650.0 FEET FOR THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH FOR A DISTANCE OF 258.84 FEET TO THE SOUTH LINE OF THE NORTH 2281.84 FEET OF SECTION 28 AFORESAID; THENCE WEST ALONG SAID LINE, A DISTANCE OF 523.70 FEET TO THE SOUTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; THENCE NORTH 47 DEGREES, 03 MINUTES, 50 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE FOR A DISTANCE OF 292.69 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG SAID CURVE, CONVEX NORTHERLY HAVING A RADIUS OF 222.01 FEET, FOR A DISTANCE OF 166.37 FEET; THENCE EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE (SAID LINE BEING THE SOUTH LINE OF THE NORTH 2023 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID), FOR A DISTANCE OF 158.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL D:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTH 1373.0 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID, 1418.07 FEET WEST OF THE EAST LINE OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE DUE SOUTH AT RIGHT ANGLES THERETO 908.84 FEET TO THE SOUTH LINE OF THE NORTH 2281.84 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID, AND THE POINT OF BEGINNING OF LAND HEREINDESCRIBED; THENCE CONTINUING DUE SOUTH 55.0 FEET TO THE SOUTH LINE OF THE NORTH 2336.84 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE DUE WEST 299.31 FEET TO THE EASTERLY LINE OF RAILROAD RIGHT OF WAY; THENCE NORTH 47 DEGREES, 03 MINUTES, 50 SECONDS EAST ALONG SAID EASTERLY LINE OF RAILROAD RIGHT OF WAY 80.74 FEET TO THE SOUTH LINE OF THE NORTH 2281.84 FEET OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID; THENCE DUE EAST ALONG SAID LINE 240.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL E:

THAT PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

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7051303 Exhibit A-3

BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 73RD STREET (BEING THE SOUTH LINE OF THE NORTH 1373 FEET OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID) WHICH IS 1204.57 FEET WEST OF THE EAST LINE OF SAID NORTH WEST 1/4 OF SECTION 28; THENCE CONTINUING WEST ALONG SAID SOUTH LINE A DISTANCE OF 221.63 FEET; THENCE SOUTH 658.78 FEET; THENCE NORTH 47 DEGREES, 03 MINUTES, 50 SECONDS EAST 51.64 FEET; THENCE SOUTH 42 DEGREES, 56 MINUTES, 10 SECONDS EAST 23.33 FEET; THENCE NORTH 65 DEGREES, 35 MINUTES, 44 SECONDS EAST 57.56 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 221.01 FEET, A DISTANCE OF 173.45 FEET TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF WEST 73RD STREET, AFORESAID THENCE NORTH 493.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL F.

THAT PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF WEST 73RD STREET (BEING THE SOUTH LINE OF THE NORTH 1373 FEET OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID) WHICH IS 1426.40 FEET WEST OF THE EAST LINE OF SAID NORTH WEST 1/4 OF SECTION 28; THENCE CONTINUING "WEST" ALONG SAID SOUTH LINE A DISTANCE OF 623.10 FEET TO A POINT 730.55 FEET WEST OF THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID; THENCE "SOUTH" ON A LINE BEING 90 DEGREES TO THE LAST DESCRIBED LINE 709.0 FEET; THENCE "WEST" ON A LINE BEING 90 DEGREES TO THE LAST DESCRIBED LINE 27.50 FEET; THENCE "SOUTH" ON A LINE BEING 90 DEGREES TO THE LAST DESCRIBED LINE 435.40 FEET TO A POINT IN A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 262.04 FEET, FOR A DISTANCE OF 87.49 FEET TO A POINT IN THE NORTH LINE OF THE PUBLIC SERVICE COMPANY RIGHT-OF-WAY (BEING THE NORTH LINE OF THE SOUTH 120.0 FEET OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID) AND 488.28 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID; THENCE ON A BEARING OF NORTH 89 DEGREES, 12 MINUTES, 30 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 120.75 FEET TO A POINT IN A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 215.01 FEET, FOR A DISTANCE OF 94.66 FEET TO A POINT OF TANGENCY; THENCE ON A BEARING OF NORTH 47 DEGREES, 03 MINUTES, 50 SECONDS EAST ALONG THE LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 712.88 FEET; THENCE "NORTH" ON A LINE DRAWN THROUGH THE POINT OF BEGINNING AND BEING 90 DEGREES TO THE SOUTH LINE OF WEST 73RD STREET HEREINBEFORE MENTIONED A DISTANCE OF 658.78 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL G:

THAT PART OF SOUTH LINDER AVENUE, VACATED BY ORDINANCE RECORDED DECEMBER 11, 1980 AS DOCUMENT 25702502, LYING SOUTH OF THE SOUTH LINE OF WEST 73RD STREET, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 1373.0 FEET (MEASURED PERPENDICULAR) OF THE NORTH WEST 1/4 OF SECTION 28, AFORESAID, 730.55 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4; THENCE SOUTH AT RIGHT ANGLES 709.0 FEET; THENCE WEST AT RIGHT ANGLES 55.0 FEET; THENCE NORTH AT RIGHT ANGLES 709.0 FEET; THENCE EAST AT RIGHT ANGLES 55.0 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PROPERTY of Cook County Clerk's Office

90513030

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" shall mean (i) such easements, covenants, rights of way, encumbrances and other matters affecting title to the Mortgaged Property as do not, in the reasonable opinion of Mortgagee, materially impair the market value of the Mortgaged Property or the present use made by Mortgagor of the Mortgaged Property, or the first mortgage Lien on the Mortgaged Property held by Mortgagee, (ii) municipal and zoning ordinances, which are not violated by the existing Improvements and the present use made by Mortgagor of the Land and Improvements, (iii) general real estate taxes and assessments not yet delinquent, (iv) Liens specifically permitted under express provisions of the Credit Agreement, and (v) such other matters as Mortgagee may consent to in writing.

Cook County Clerk's Office

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