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#### MORTGAGE

THIS MORTGAGE, made this day of November, 1990, by PARKWAY BANK AND TRUST COMPANY, a corporation duly organized and existing as a banking association under the laws of the State of Illinois, not personally but solely as Trustee under the provisions of (i) a Trust Agreement dated March 26, 1970, and known as Trust No. 1300, (ii) a Trust Agreement dated March 26, 1970, and known as Trust No. 1301, (iii) a Trust Agreement dated March 26, 1970, and known as Trust No. 1302, and (iv) a Trust Agreement dated July 11, 1978, and known as Trust Agreements") (Parkway Bank and Trust Company its successors and assigns are neceinafter referred to as "Mortgagor") to WESTINGHOUSE CREDIT CORPORATION, a prisware corporation having its principal office at One Oxford Centre, 301 Grant Street, Pittsburgh, Pennsylvania 15219 (Westinghouse Credit Corporation, its successors and assigns are hereinafter referred to as "Mortgagee");

#### WITNESSETH: That:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of up to \$22,400,000.00 (or such less remount as is disbursed to Mortgagor) lawful money of the United States of America, payable with interest thereon in accordance with the terms of a promissory note bearing even date herewith (the "Note") executed by Mortgagor, payable to the order of Mortgagee at its office aforesaid or at such other place as the holder chereof may designate in writing, the balance of said principal sum with interest thereon maturing and being due and payable on January 1, 1993;

WHEREAS, it having been agreed that the payment of said indebtedness evidenced by the Note shall be secured by a conveyance of the real estate hereinbelow described;

NOW, THEREFORE, Mortgagor, for the purpose of securing (1) payment of the indebtedness evidenced by the Note, and any extensions or modifications thereof, (2) payment of all other moneys secured hereby, (3) payment of all sums advanced pursuant to a loan agreement executed by Mortgagor and Mortgagee of even date herewith (the "Loan Agreement") which in no event shall exceed Thirty Million Dollars (\$30,000,000.00), and (4) the performance of all of the covenants, conditions, stipulations and agreements herein contained, and contained in the Note, the Loan Agreement and other instruments evidencing or securing the indebtedness (collectively, the "Loan Documents"), does hereby grant, convey, bargain, sell and mortgage unto Mortgagee, its successors and assigns, the real estate located in Schiller Park, Cook County, Illinois, and described in Exhibit A, attached hereto and made a part hereof. and all buildings and improvements now or hereafter erected thereon hereby releasing and waiving all rights under and by virtue of Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the Premises after any default in payment or breach of any of the covenants or agreements herein contained;

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TOGETHER WITH all of the right, title and interest of Mortgagor in and to all and singular the tenements, hereditaments, rights of way, easements, privileges and appurtenances thereto belonging or in anywise appertaining, all buildings, structures or improvements now located thereon or which may hereafter be placed thereon, the leases, rents, issues and profits thereof (which are hereby expressly assigned to Mortgagee), all chattels, furniture, equipment, machinery, apparatus, fixtures and articles of personal property of every kind and nature whatsoever, of Mortgagor now or hereafter located in or upon the premises, and used or usable in connection with the operation of the premises including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevator, escalator, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cabinets, partitions, ducts, compressors, canopies, furnishings, garbage and rubbish disposals, counters, bathtubs, sinks, basins, carpets, floor and wall coverings, drapes, inventory; and proceeds therefrom and all substitutions and replacements therefor; it being understood and agreed that all such property is part and parcel of the premises and appropriated to the use thereof, and whether affixed or annexed to the premises or not, shall for the purpose of this Mortgage be deemed conclusively to be mortgaged hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments (including further security agreements) as may be requested by Mortgagee to confirm the lien of the Mortgage on any such property;

TOGETHER WITH all rights, title and interest of Mortgagor, if any, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said premises to the center line thereof (the real estate, buildings, improvements, rights, titles and interests hereby granted, conveyed, tarzained, sold and mortgaged to Mortgagee being hereinafter collectively called the "Premises").

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns.

Beneficiar (y) (lee)

MORTGAGOR hereby represents to and covenants and agrees with Mortgagee as follows:

#### Beneficiar (y) (les)

- 1. Mortgagor,/as Trustee aforesaid, is lawfully seized and is the owner of the Premises; the Premises are free from liens, claims, restrictions or encumbrances except for such liens, claims, restrictions or encumbrances as are listed as exceptions on the title policy insuring the lien of this Mortgage.
- Mortgagor represents that it has good right and power to convey and mortgage the Premises, and to execute and deliver this Mortgage and the Note and does hereby covenant that it will forever defend the Premises against the claims of all persons whomsoever.
  - 3. Mortgagor will pay all sums secured hereby when due.

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- Subject to Paragraph 5 below, Mortgagor will pay or cause to be paid, when due, all real estate taxes, assessments, utility charges and governmental charges of every type or nature levied or assessed against all or any part of the Premises and any claim, lien or encumbrance against all or any part of the Premises which may be or become prior to the lien of this Mortgage and to the extent Mortgagor pays said taxes directly, Mortgagor shall produce to Mortgagee all receipts or other satisfactory evidence of such payments; provided, however, that Mortgagor shall have the right to contest any such taxes or assessments so long as Mortgagor provides adequate security to Mortgagee to protect Mortgagee from damage or loss attributable to same. any of such items shall not be paid, Mortgagee shall have the right to pay the same and add the amount so paid to the principal sums secured hereby with interest thereon at the Default Rate (as defined in the Note) until paid. event of enactures of any law deducting from the value of the Premises for the purpose of taxation, any lien thereon or imposing payment of all or any portion of any such trixes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor, as herein provided, to pay such tax or taxes is legally inoperative, then, all sums hereby secured, without any deduction, shall, at the option of Mortgagee, become immediately due and payable, without the obligation of Mortgagor to pay the Exit Fee notwithstanding arything contained herein or any law heretofore or hereafter enacted.
- Notwithstanding Section 4 above Mortgagor shall make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Premises, and one-twelfth of the yearly premiums for insurance thereon. Such deposits shall not be deemed to be trust funds but may be committed with general funds of Mortgagee. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due; however, Mortgagee shall be under no obligation to pay any such charges unless there is an deposit sufficient funds to pay such charges when due,

Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. In the event Mortgagor shall for any reason fail to pay such additional monies as are necessary to enation Mortgagee to pay the foregoing items when the same become due, Mortgages if it so elects, may pay the foregoing items by advancing such additional monies as are necessary, and such additional monies so advanced by Mortgagee shall become immediately due and payable with interest at the Default Rate until paid and shall be secured by this Mortgage. Failure on the part of Mortgagor to pay sums advanced hereunder shall, at the option of Mortgagee, constitute a default hereunder. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this Paragraph. Mortgagee may from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions

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hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

- 6. Mortgagor (i) will not remove, demolish or materially alter the design or structural character of any building now or hereafter erected upon the Premises, nor remove or permit the removal of any fixtures, equipment or appliances therefrom unless Mortgagor shall replace same with like fixtures, equipment or appliances of equal or greater value or utility or unless Mortgagee shall first consent thereto in writing, which consent shall not be unreasonably withheld (ii) will maintain the Premises in good condition and repair, (ii) will not commit or suffer waste thereon, (iv) will not cut or remove not suffer the cutting or removal of any trees or timber on the Premises (except for domestic purposes) without Mortgagee's written consent, (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises, and will not suffer or permit any violation thereof, and (vi) will operate the Premises continuously as an office park.
- 7. Mortgagor shall keep the buildings now on the Premises or which may hereafter be erected on Premises in the same condition and repair as on the date on which all improvements to be made with the proceeds of the Note are completed, and should Mortgagor fail to make any and all necessary repairs to keep said buildings in such condition and repair within thirty (30) days after receipt by Mortgagor of written notice from Mortgagee directing that such repairs be made, then Mortgagee, its agents, employees or contractors, if Mortgagee so elects, may enter said Premises and the building or buildings located thereon and make the necessary repairs and all expenses incurred by Mortgagee in connection therewith shall become immediately due and payable with interest at the Default Rate until paid and shall be secured hereby. Failure on the part of Mortgagor to pay all expenses incurred by Mortgagee in connection with the making of such repairs, shall at the option of Mortgagee, constitute a default under the terms hereof.
- Mortgagor will keep the Premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Mortgagee, in form and amounts satisfactory to (but not less than full insurable value in amounts sufficient to avoid coinsurance liability) and with insurance companies approved by Mortgagee, the proceeds of which insurance shall be payable to Mortgagee. Mortgagor shall also at its expense provide rental or use and occupancy insurance and public liability insurance in amounts and with companies satisfactory to Mortgagee. All policies shall be endorsed with a noncontributory mortgagee clause in favor of Mortgagee as its interest may appear. One original or a duplicate copy of each policy shall be delivered to Mortgagee, together with receipts showing payment for the premiums therefor. Upon foreclosure of this Mortgage or other acquisition of the Premises or any part thereof by Mortgagee, said policies shall become the absolute property of Mortgagee. In the event any policy required by Mortgagee is not renewed on or before thirty (30) days of its expiration and evidence thereof provided to Mortgagee, Mortgagee may procure said insurance, pay the premium therefor, and such sum shall become immediately due and payable with interest at the Default Rate until paid and shall be secured hereby. Failure on the part of Mortgagor

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to furnish such renewal copies as are herein required or failure to pay any sums advanced hereunder shall, at the option of Mortgagee, constitute a default under the terms hereof. The proceeds of all insurance shall, at the option of Mortgagee be applied by Mortgagee in reduction of the indebtedness secured hereby, whether the same be then matured or unmatured (no such application shall be deemed to be an advance payment of any subsequently accruing fixed sum) and any surplus proceeds shall be paid to Mortgagor or paid over to Mortgagor by Mortgagee. Mortgagor hereby assigns to Mortgagee, for the use and purposes aforesaid, all insurance required by this Mortgage and the proceeds thereof and hereby irrevocably appoints Mortgagee its attorney-in-fact to assign each policy in the event of foreclosure of this Mortgage. Mortgagor shall promptly notify Mortgagee of any damage to or destruction or any part of the Premises, whether or not the same is covered by insurance, and stall furnish to Mortgagee, upon request, a certificate signed by an authorized Individual containing a detailed list of the insurance policies then outstanding and in force on the Premises. Not less than thirty (30) days prior to the expiration dates of each policy required of Mortgagor pursuant to this Article, Fortgagor will deliver to Mortgagee a renewal policy or policies marked "premium raid" or accompanied by other evidence of payment satisfactory to Mortgagee. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all rights of Mortgagor, including any right to unearned produms, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this Article. Notwithstanding anything in this Paragraph to the contrary, if the insurance proceeds awarded as a result of any damage to or destruction of the Premises total \$6,500,000.00 or less and provided that all tenants occupying 10,000 square feet of space or more and at least ninety percent (90%) of tenant's occupying less than 10,000 square feet of space in the Premises remain after the occurrence of said damage or destruction and if (i) Mortgagor is not in default hereunder or under any of the other Loan Documents, (ii) in Mortgagee's sole discretion, the amount of insurance proceeds available for restoration of the improvements, together with any sums deposited with Mortgagee by Mortgagor for such purpose, is sufficient to pay the full and complete cost of such restoration and (iii) in Mortgagee's reasonable judgment, such restoration is likely to be completed prior to maturity of the Note, then such insurance proceeds shall be applied to restoration of the improvements. The improvements so restored or rebuilt shall be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee elects to permit the use of insurance proceeds to rebuild or restore the improvements, such insurance proceeds shall be made available, from time to time, upon Mortgagee's being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgage may reasonably require and approve.

9. Mortgagor will pay all taxes which may be assessed upon this Mortgage, the Note, or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortagor, as

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herein provided, to pay such tax or taxes is legally inoperative, then, all sums hereby secured, without any deduction, shall at the option of Mortgagee become immediately due and payable, without obligation of Mortgagor to pay the Exit Fee notwithstanding anything contained herein or any law heretofore or hereafter enacted.

10. All awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right or access to a public way, or for any change of grade or streets affecting said Premises, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor, and may, at Mortgagee's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured (2) use the same or any part to fulfill any of the covenants contained herein as Mortgagee may determine, (3) use the same or any part thereof to replace or restore the Premises to a condition satisfactory to Mortgagee, or (4) release the same to Mortgagor, and Mortgagor hereby covenants and agrees to and with Mortgagee, upon request by Mortgagee, to make, execute and deriver any and all assignments and other instruments sufficient for the purpos, of so assigning all such awards to Mortgagee. Mortgagee shall have the light to intervene and participate in any proceeding for and in connection with any taking referred to in this Paragraph, provided, however, that if such intervention shall not be permissible or permitted by the Court, Mortgagor shall, at its expense, consult with Mortgagee, its attorney and experts and make all reasonable efforts to cooperate with them in any defense of such proceedings. Mortgagor shall not enter into any agreement for the taking of the Premises or any part thereof with any person or persons authorized to acquire the same by condemnation or eminent domain, unless Mortgagee shall have consented thereto in writing. Notwithstanding any taking by eminent domain, afteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the regular monthly installments provided for in the Note varil any such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgegee of such award or payment shall be deemed to take effect only on the date be such receipt. If prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with interest at the Default Rate thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor shall promptly notify Mortgagee of all notices of condemnation proceedings, actual and potential, received by Mortgagor.

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- 11. If Mortgagor fails, within thirty (30) days after written notice from Mortgagee: (a) to pay or satisfy any claim, lien or encumbrance on the Premises or cause the same to be insured over or bonded against, or (b) to pay any tax, assessment or insurance premium when due and within that time fails to contest same or reinstate such insurance, or (c) to keep the Premises in repair, or shall commit or permit waste and fails to cure such default or commence to cure same within such thirty day period, or (d) if there be commenced any action or proceedings affecting the Premises or the title thereto and the same is not dismissed within that time, or (e) if Mortgagor defaults in the performance of any of its covenants or agreements hereunder and fails to cure such default within said thirty day grace period, then Mortgagee, at its option, may pay or satisfy said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts of other evidence of title as it deems necessary, may make such repairs and take cuch steps as it deems advisable to prevent or cure such waste, and may appear in any such action therein as Mortgagee deems advisable. and may perform such covenants and obligations, and, for any of said purposes, Mortgagee may advance such sums of money as it deems necessary. Such sums advanced, with interest at the Default Rate shall immediately be due from Mortgagor to Mortgagee and be secured by this Mortgage. Mortgagee shall be the sole judge of the legality validity and priority of any such claim, lien, encumbrance, tax, assessment and pramium, and of the amount necessary to be paid in satisfaction thereof.
- 12. Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Premises or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, provided, however, that Mortgagor shall have the right to contest such claims in good faith and provided further that Mortgagor may cause the title insurer to insure over or bond against any mechanics or other liens affecting the Premises.
- 13. It is hereby expressly agreed that Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness hereby secured.
- 14. Mortgagor shall, within thirty (30) days following notice from the proper authorities, comply with any legal requirements (or, if such compliance requires more than thirty (30) days to prosecute, shall commence to comply with same and diligently prosecute such compliance to completion) of any governmental authority having jurisdiction over the Premises.
  - 15. The following shall constitute Events of Default under this Mortgage:
  - (a) Failure of Mortgagor to make any payment required to be made by the Note secured hereby or by this Mortgage in accordance with the terms of the Note and this Mortgage, including any grace or cure periods applicable thereto;
  - (b) Failure by Mortgagor to perform or observe any other covenant, obligation or agreement contained in this Mortgage, the Note, the Loan

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Agreement or any other Loan Document and which failure is not cured within any grace period permitted in such documents or instruments;

- (c) If by the order of a court of competent jurisdiction, a receiver or liquidator or trustee of Mortgagor of a substantial part of the Premises shall be appointed and shall have not been discharged within a period of sixty (60) days or if, by decree of such a court, Mortgagor shall be adjudicated a bankrupt or any substantial part of its property shall be sequestered and such decree shall continue undischarged and unstayed for a period of sixty (60) days after the entry thereof or a petition to reorganize Mortgagor pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended or pursuant to any other analogous statute applicable to Mortgagor as now or hereinafter in effect, shall be filed against Mortgagor and shall not be dismissed within sixty (60) days;
- (d) If Morcgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or a petition to take advantage of any insolvency act, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the Premises or shall consent to the filing of any bankruptly arrangement or reorganization petition by or against it under any provision of the bankruptcy law, or (without limitation of the generality of the foregoing) Mortgagor shall file a petition or answer seeking an arrangement or reorganization of Mortgagor pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended, or pursuant to any other analogous statute applicable to Mortgagor as now or hereafter in effect;
- (e) The occurrence of an Event of Default under the terms of the Loan Agreement or any other Loan Document.
- 16. Upon the happening of an Event of Default:
- (a) Mortgagee shall have the right, at its option, to declare the amount of principal of the Note then unpaid, with interest thereon as provided in the Note to be due and payable immediately without notice and upon such declaration the principal of, and interest on the Note rice outstanding shall forthwith become and be due and payable as fully and to the same effect as if the date of such declaration was the date originally specified for the maturity of the unpaid balance of the Note;
- (b) Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Mortgagee at the expense of Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Premises, whereof it shall become possessed as aforesaid, and may insure the same; and likewise, from time to time, at the expense of

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Mortgagor, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable in the exercise of good business judgment; and in every such case Mortgagee shall have the right to manage and operate the Premises and to carry on the business thereof and to exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem best; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Premises and every part thereof, all of which shall for all purposes constitute property of Mortgagee; and after deducting the expenses of conducting the business thereof end of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for teres, assessments, insurance and prior or other proper charges upon the Premises or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servents and other employees by it properly engaged and employed, Mortgagee shall apply the monies arising as aforesaid, first, to the payment of the interest accrued and unpaid on the Note, then, to the reduction of principal when and as the same shall become payable, and then to the payment of any other sums required to be paid by Mortgagor under this Mortgage;

- (c) Power is hereby granted and Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:
  - (i) Institute proceedings for the complete or partial foreclosure of this Mortgage; or
  - (ii) Take such steps to protect and inforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, this Mortgage, or in any other Loan Document or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable lendy or otherwise as Mortgagee shall elect; or
  - (iii) Appoint a receiver to operate and manage the Pregises and to otherwise exercise such rights as are conferred upon Mortgages under this Paragraph or petition a court of law or equity to appoint such a receiver.
- (d) Whenever by the terms of this Mortgage, the Note, or any other Loan Document Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter;
- (e) Any such sale or sales made under or by virtue of this Mortgage whether made by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, 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

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and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

- (f) Upon any sale made under or by virtue of this Mortgage, whether by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefore may make settlement for the purchase price by crediting upon the indebtedness of Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;
- (g) Mortgagee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof; and in the event of a sale of the Premises and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the debt hereby secured, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Note, and to enforce payment of all other charges, payments and costs due under this Mortgage and shall be entitled to recover judgment for any portion of the debt remaining unpaid with interest. In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Mortgage without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Premises; provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Premises and the distribution from the estate of Mortgagor;
- (h) Mortgagor will not 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, any exemption from execution or sale of the Premises or any part thereof, whatever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court or competent jurisdiction; nor, 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 Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and 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

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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 Premises marshalled upon any foreclosure hereof;

- (i) Following an Event of Default, Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver of the Premises, and the court may appoint a receiver, either before or after judgment, without notice and without regard to the solvency or insolvency of Mortgagor at the time of the application for such receiver and without regard to the then value of the Premises. Such receiver shall have full power to collect the rents, revenues, issues, income and profits from the Premises and all other powers necessary or incidental for the protection, possession, control, management and operation of the Premises. Said receiver shall also have full power and authority, at the expense of the Premises and of Mortgagor, to maintain, rescore and keep insured the Premises and to pay all taxes, assessments and other charges arising in connection therewith. Mortgagor hereby consents to the appointment of a receiver and will upon Mortgagee's request formally evidence such consent in writing or in any proceeding for the appointment of such receiver.
- 17. The money, proceeds or avails of any sale made hereunder, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Paragraph or otherwise, shall be applied as follows:
  - (a) To the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and counsel (including attorney fees on appeal), and of any judicie; proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee and all taxes or assessments, except for taxes, assessments or other charges subject to which the Premises shall have been sold;
  - (b) To the payment of the whole amount then due, owing or unpaid upon the Note for interest accrued and the principal, with interest on the unpaid principal at the Default Rate from and after the happening of any event of default and from the due date of any such payment of principal until the same is paid;
  - (c) To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage, the Note or any other Loan Document;
  - (d) To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.
- 18. With respect to the Premises and Mortgagor's operation thereof, Mortgagor will keep proper books of record and account in accordance with generally accepted accounting practice; Mortgagee shall have the right to examine the books of account of Mortgagor and to discuss the affairs, finances and accounts of Mortgagor and to be informed as to the same by Mortgagor (or

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if Mortgagor be a corporation by Mortgagor's officers), all at such reasonable times and intervals as Mortgagee may desire, and Mortgagor will furnish to Mortgagee within one hundred twenty (120) days after the end of each fiscal year of Mortgagor, copies of the statement of income and surplus of Mortgagor for such fiscal year with respect to the Premises, in reasonable detail, and stating in comparative form the figures as of the end of, and for the previous fiscal year and certified by Mortgagor (or if Mortgagor be a corporation by authorized officer of Mortgagor). In addition, Mortgagor shall furnish Mortgagee with monthly operating statements and certified rent rolls for the Premises on or before the 15th day of each succeeding month.

- 19. Mcfrgagor shall cause the guarantors of the debt secured hereby to furnish to Morrgagee annually and within one hundred twenty (120) days after the end of the fiscal year of each such guarantor a financial statement of each guarantor certified by each guarantor and in form reasonably acceptable to Mortgagee. The first set of financial statements shall be furnished on May 1, 1991.
- 20. Upon request of hortgagor, Mortgagee may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Mortgagor and this Mortgage shall secure the payment of the Note including any and all advancements made by Mortgagee thereunder, whether as future advancements or otherwise. All provisions of this Mortgage shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained shall limit the amount secured by this Mortgage if such amount is increased by advances made by Mortgagee, as herein or elsewhere provided. The word "Mortgagor" as used in this Paragraph includes any successor in ownership of the Previses.
- As further security for the indebtedness terein described, Mortgagor (in this Paragraph hereinafter referred to as Debtor) pereby grants to Mortgagee a security interest in all present and future furnishings, inventory, furniture, appliances, equipment, fixtures, magainery, trade fixtures, business equipment, apparatus, tools, leases of chartels whether the Debtor is the lessor or lessee thereof and options in favor of the Debtor refunds, insurance policies and proceeds to be received thereunder or therefrom whether by reason of loss or cancellation, all rents, issues and profits, all of Debtor's present and future accounts, accounts receivable, contract rights, instruments, chattel paper, goodwill, trade names, trademarks, proprietary choses and other choses in action of every kind and nature now in existence or hereafter created, and all other intangibles of Debtor, cash on hand belonging to the Debtor or possessed by the Debtor, and all of the foregoing whether presently owned or possessed by the Debtor, whether located at the address of the Debtor above designated or wheresoever else situated, including all proceeds thereof and funds on deposit in banking institutions to the credit of Debtor, and all other personal property of every kind owned by the Debtor and used in the operation of the Premises (hereinafter referred to as the "chattels") and the proceeds thereof which security interest shall have priority over all other security interests. Debtor further agrees that it shall not sell, assign, lease, transfer or otherwise dispose of said chattels without replacing same with unencumbered

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chattels of equal or better value and utility or without Mortgagee's prior written consent.

- 22. Mortgagor assigns to Mortgagee the leases, rents, issues and profits ("Rents") of the Premises as further security for the payment of the indebtedness secured hereby and Mortgagor grants to Mortgagee the right to enter the Premises for the purpose of collecting the same and to let the Premises, or any part thereof, and to apply said Rents, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid, but Mortgagee hereby waives the right to enter the Premises for the purpose of collecting said Rents, and Mortgagor shall be entitled to collect and receive said Rents, until the occurrence of an Event of Default by Morrager under the terms and provisions hereof. Such right of Mortgagor to collect and receive said Rents, may be revoked by Mortgagee upon any Event of Default by Mortgagor under the provisions of this Mortgage by giving not less than five (5) days' written notice of such revocation to Mortgagor; Mortgagor shall not have the right or power, as against the holder of this Mortgage without its consent, to cancel, abridge or otherwise modify those tenancies or leases of the Premises or any part thereof which comprise leased premises of over 3,000 source feet, in existence on the date of this Mortgage, or to accept prepayments of installments of rent to become due thereunder for a period of more than one (1) month in advance. Mortgagor will (i) fulfill or perform each and every cerm, covenant and provision of any such lease to be fulfilled or performed by the Lessor thereunder; (ii) give prompt notice to Mortgagee of any notice received by Mortgagor of default by the Lessor thereunder, together with a complete copy of any such notice; and (iii) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed; and that, in the event of any Event of Default under this Mortgage, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said Nents, the fair and reasonable rental value for the use and occupation of such part of the Premises as may be in possession of The Caraher Corporation, the managing agent of Mortgagor, and upon default in any such payment, will vacate and surrender possession of such part of the Premises to Mortgagee of to such receiver and, in default thereof, The Caraher Corporation, the managing agent of Mortgagor, may be evicted by summary proceedings or otherwise.
- 23. Nothing in this Mortgage shall be construed to obligate Mortgages to discharge or perform the duties of a landlord to a tenant or to impose any liability as a result of the exercise of the option to collect rents, under the Instrument, by virtue of a default, and it is agreed that the collection or participation therein shall be as agent only for Mortgagor.
- 24. As further security for the debt herein described, Mortgagor hereby sells, assigns, sets over and transfers to Mortgagee all of the plans and specifications covering all improvements now located on or hereafter constructed on the Premises in its possession, and Mortgagor shall, within thirty (30) days from date of this Mortgage, deliver or cause to be delivered to Mortgagee a complete set of copies of all such plans and specifications in its possession.



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- 25. If Mortgagee shall become a party to any proceedings whatsoever, including condemnation proceedings instituted by any party authorized by law to file same, by reason of its status as Mortgagee herein, then all expenses incurred by it in connection therewith, including reasonable attorneys' fees, shall be added to the debt hereby secured and shall be immediately due and payable within ten (10) days of demand with interest at the Default Rate. The parties agree that the proceeds from any award, including consequential damages realized from said condemnation proceedings, shall be applied against the indebtedness secured hereby.
- 26. The powers and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law, and the powers herein may be executed after the dissolution of the maker.
- 27. The parties acknowledge that the continued ownership of the Premises by Mortgagor is a material inducement to the making of the loan secured by this Mortgage, therefore Morigajor covenants and agrees that except as permitted herein Mortgagor shall not sell, assign, transfer or further encumber the Premises, or any part thereof, or the chattels in any manner whatsoever without prior written corsent of Mortgagee which consent shall not Should Morragor transfer said property or further be unreasonably withheld. encumber said property without the prior written consent of Mortgagee, or should the individual guarantors of the lote secured hereby transfer or encumber any of their interest in Mortgagor, without the prior written consent of Mortgagee, such transfer or encumbrance shall constitute a default under the terms of this Mortgage and the Note secured bereby. Mortgagor further agrees that either the sale, transfer or encumbrance of the beneficial interest in the trusts created by the Trust Agreements without the prior written consent of Mortgagee in such instance, shall constitute an event of default hereunder.
- 28. Mortgagee shall be entitled to inspect the Premises described herein, including all buildings and structures thereon, at all reasonable times and Mortgagor covenants to permit Mortgagee, or its agents or employees access thereto for that purpose upon twenty-four (24) hours advance notice
- Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor; neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of

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any agreement or stipulation between any subsequent owner or owners of the Premises and Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee; Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage, without, as to the remainder of the security, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien; and Mortgagee may resort for the payment of the indebtedness recurity therefor held by Mortgagee in such order and manner as Mortgagee may sleet.

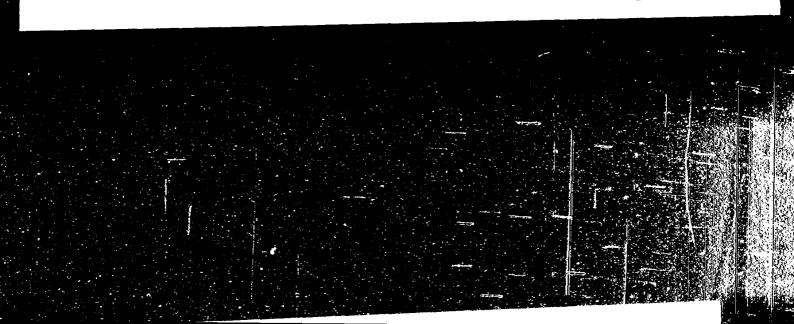
- 30. If at any time the United States of America shall require revenue stamps to be affixed to the Note, Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.
- 31. This Mortgage shall be construed according to the laws of the State of Illinois. It is understood and agreed that if any of the provisions of this Mortgage shall contravene, or be invalid under the laws of the State of Illinois, or of any county or jurisdiction therein, such contravention or invalidity shall not invalidate this entire Mortgage, but it shall be construed as if not containing the particular provision or provisions so held to be invalid in said state, county or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.
- Beneficiar (y) (les)

  32. Mortgagor represents that it is not entaged in any litigation, proceedings or investigations, pending or threatened, which will result in any material adverse change in the business, property of financial condition of Mortgagor, or which questions the validity of this hortgage, the Note, any guaranty or any other document or agreement given by Mortgagor as security for the obligation evidenced by the Note or which questions any action taken or to be taken pursuant to or in connection with this Mortgage, Note or any other document or agreement given by Mortgagor, to secure the obligation evidenced by the Note.
- 33. All notices and demands under and with respect to this Mortgege or the Note secured hereby shall be in writing, and shall be served by registered or certified mail, return receipt requested, addressed to the respective parties at the following addresses:

Mortgagee:

Westinghouse Credit Corporation
One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15219
Attention: Vice President,
Real Estate Financing

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Mortgagor:

O'Hare Aerospace Venture c/o The Caraher Corporation

135 South LaSalle Street, Suite 2514

Chicago, Illinois 60603 Attention: James C. Caraher

With Copies to:

O'Hare Aerospace Venture c/o The Caraher Corporation 9950 West Lawrence Avenue Schiller Park, Illinois 60176 Attention: James J. Kueck

The Fifield Companies 225 West Washington Street, Suite 1500 Chicago, Illinois 60606 Attention: Steven D. Fifield

3: Ffield, Ungaretti, Harris & Slavin 3500 Three First National Plaza Chicago, Illinois 60602 Attention: James B. Smith, Esquire

- 34. This Mortgage, the Note, any guaranty and all other agreements between Mortgagor and Mortgagee are hereby expressly limited so that in no contingency or event whatsoever, whether acceleration of maturity of the debt secured hereby or otherwise, shall the amount haid or agreed to be paid to Mortgagee for the use, forebearance or detention of the money advanced or to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State of Illinois as applicable to Mor gagor. If, from any circumstances whatsoever, fulfillment of any provision hereof, of the Note or of any other agreement securing the debt, at the time performance of such provision shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate applicable to Mortgagor, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the debt secured hereby and not to the payment of interest.
- genericlar (y) (lest)
  35. Mortgagor/shall furnish to Mortgagee a copy of any future
  environmental impact statement prepared by Mortgagor and submitted, or to be
  submitted, to a governmental agency, whether or not required by law. Mortgagor
  shall also furnish to Mortgagee copies of all responses received in connection
  therewith.
- . 36. Mortgagor covenants and agrees that it shall not enter into or modify or terminate any franchise, license, or management agreement relating to the Premises or any part thereof without the prior written approval of Mortgagee.

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- 37. Mortgagor agrees that any sum or sums which may be loaned or advanced by Mortgagee to Mortgagor at any time, together with interest thereon at the rate agreed upon at the time of such loan or advances, shall be equally secured with and have the same priority as the original indebtedness to the same extent as if such further or future advances or loans were made on the date hereof and shall be subject to all of the terms and provisions of this Mortgage.
- 38. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and every mention hereof of Mortgagor and Mortgagee shall include heirs, executors, legal representatives, administrators, successors and assigns of the party so designated.
- 39. The coverants, conditions, representations and agreements contained in this Mortgage shall run with the land and bind Mortgagor, and its heirs, executors, administrators, successors and assigns and shall be construed as including any subsequent owner or owners of the Premises and shall inure to the benefit of Mortgagee, its successors and assigns and all subsequent holders of this Mortgage.
- 40. A portion of the proceeds of the loan evidenced by the Note are to be disbursed pursuant to the Loan Agreement. All advances and indebtedness arising and accruing from time to time under the Loan Agreement shall be secured hereby to the same extent as though the Loan Agreement were fully incorporated in this Mortgage and the occurrence of any event of default under the Loan Agreement shall constitute a default under this Mortgage entitling Mortgagee to all of the rights and remedies confirmed upon Mortgagee by the terms of this Mortgage or by law, as in the case of any other default.
- 41. Time is of the essence in the performance by fortgagor of all of its obligations, covenants and agreements contained herein.
- 42. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage, on behalf of Mortgagor, the Trust Estate and all persons beneficially interested therein, and each and every person, except judgement creditors of Mortgagor its representative capacity, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor further represents that it has been and is authorized and empowered by the trust instrument and by all persons having a power of direction over it as such Trustee, to execute the foregoing waiver.
- 43. Mortgagor represents, and agrees that the proceeds of the Note will be used for the purposes specified in Section 4(1)(c) of Paragraph 6407, Chapter 17 of Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the provision of the said Paragraph.

THIS MORTGAGE is executed by Mortgagor not personally but, in each instance, as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants

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that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by. Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the Note provided or by action to enforce the personal liability under any guaranty executed in connection with the Note.

IN WITNESS WHERFOF, Mortgagor, not personally but as Trustee as aforesaid, have caused these presents to be signed by its Ass't Vice President of Trust and its corporate scal to be hereunto affixed and attested by its Assistant the day and year first above written.

PARKWAY BANK TRUST AND COMPANY, is Trustee as aforesaid and not Personally

Ru.

Its: Assistant Vice President & Trust Officer

) FF.CO

Attest

ts: Assistant Trust officer

Prepared By and Return to:

Robert D. Pietrala, Attorney Westinghouse Credit Corporation One Oxford Centre 301 Grant Street Pittsburgh, PA 15219 STATE OF ILLINOIS SS COUNTY OF COOK

, a Notary Public, in and for said County, in I, the undersigned the State aforesaid, DO HEREBY CERTIFY, that Rosanne DuPass PARKWAY BAN' AND TRUST COMPANY, an Illinois corporation and Joann Kubinski of said corporation, who are personally known to me to be the same persons incise names are subscribed to the foregoing instrument as such and Asst. Trust Officer respectively, appeared Asst. Vice Pres./T.C. before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Trust Off. then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal, thi2nd day of Nov. , 1990.

OFFICIAL SEAL GLORIA WIELGUS

NOTARY PUBLIC STATE OF ILLINOIS

Notary Public

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LEGAL DESCRIPTION

(Land of Parkway Bank & Trust Co. Trust No. 1300)

#### PARCEL 1:

THAT PART OF THE BOLLOWING DESCRIBED TRACT. TO WIT: THAT PART OF THE BLOCKS 18 AND 19, TOGETHER WITH VACATED STREETS AND ALLEYS IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9. AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9. AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16. ALL IN TOWNSHIP 40 NORTH. RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 BOUNDED BY A LINE DESCRIBED AS FOLLOWS! BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 19; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID BLOCK 18 WHICH IS 120.85 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DECREES 45 MINUTES 49 SECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF BLOCK; 18 AND 19 AFORESAID A DISTANCE OF \$85.75 FEET TO A POINT OF INTERSECTION WITH THE MESTERLY LINE OF THE MORTHERN ILLINOIS TOLL HIGHWAY; THENCE CONTINUING SOUTHWESTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 20.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN BLOCK 18 AFORESAID WHICH IS 573.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE SOUTH 8.0 FEET TO THE NORTH EAST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTHWESTERLY 136.41 FEET TU A POINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 18 AFORESAID WHICH IS 2.6) FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 3: THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 PEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN BLOCK 19 AFORESAID WHICH IS 18.14 FEET EAST OF THE NORTH WEST CORNER OF LOT AFORESAID; THENCE SOUTHWESTERLY 143.31 FEET TO A POINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 WHICH IS 3.50 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 2.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN BLOCK 19 AFORESAID WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE SOUTHWESTERLY 143.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 19 WHICH IS 17.76 FEET WEST OF THE SOUTH EAST CORNER OF LOT 39 AFORESAID; THENCE WEST ALOND THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357-22 FEET TO THE POINT OF BEGINNING. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, MAID POINT BEING 377.78 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 226.17 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 27.73 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 46.67 ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 FEET: THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT. 95.87 FRET; THENCE SOUTH ALONG A LINE WHICH IS PRALLEL TO THE WEST LINE OF SAID TRACT 84.72 FEET; THENCE EAST ALONG A LINE

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(Parcel 1 continued)

WHIGH 1S PERPENDICULAR TO THE MEST LINE OF SAID TRACT, 138.65 FEET TO THE EASTERLY LINE OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE BASTERLY LINE OF SAID TRACT 119.69 FEET TO THE MORTH EAST CORNER OF LOT 2 IN SAID BLOCK 18; THENCE NORTH 8.0 FEET; THENCE EAST 5.67 FEET; THENCE NORTH 8.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 25 IN SAID BLOCK 18 WHICH IS \$73.08 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN SAID BLOCK 18; THENCE MORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT; THENCE MORTH WEST CORNER OF SAID TRACT; THENCE MORTH WESTERLY \$85.75 FEET ALONG THE MORTHERLY LINE OF SAID TRACT TO THE NORTH WEST CORNER OF SAID TRACT TO THE NORTH WEST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT; THENCE SOUTH SOUTH SAID TRACT; THENCE SOUTH SOUTH SAID TRACT; THENCE SOUTH SOUTH SAID TRACT; THENCE SOUTH S

PARCEL 28 (Land of Parking Bank & Trust Co. Trust No. 1301)

THAT PART OF THE FOLLOWING DESCRIBED TRACT, TO WIT: THAT PART OF BLOCKS 18 AND 19, TOGETHER WITH VACATED STREETS AND ALLEYS IN FAIRVIEH. BEBRHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 DP THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP AD NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 BOUNDED BY A LINE DESCRIBED AS POLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 19; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID BLOCK TO A POINT IN THE WEST LINE OF SAID BLOCK TO A POINT IN THE WEST LINE OF SAID BLOCK TO A POINT IN THE WEST LINE OF SAID BLOCK TO A POINT IN THE WEST LINE OF SAID BLOCK 19; BECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF BLOCKS 18 AND 19 AFDRESAID A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 45 HINUTES 49 SECONDS FROM SOUTH TO EAST WITH THE WEST LINE OF THE NORTHERN ILLINOIS TOLD HIGHWAY; THENCE CONTINUING SOUTHWASTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLD HIGHWAY; THENCE CONTINUING SOUTHWASTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLD HIGHWAY; THENCE CONTINUING SOUTHWASTERLY ALONG THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLD WISH BLOCK 18 AFORESAID WHICH IS 373.08 FEET TO A POINT ON THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTHWESTERLY 136.41 FEET TO A POINT ON THE SOUTH WEST CORNER OF LOT 3 IN BLOCK 18 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEET THENCE WEST 32.53 FEET; THENCE SOUTH 8.0 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 8.0 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH BLOCK 19 WHICH IS 3.55 FEET EAST OF THE SOUTH HEST CORNER OF LOT 3 IN BLOCK 19 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEE

(continued on next page)

Exhibit "A" Page 2 of 6

(Parcel 2 continued)

SOUTH EAST CORNER OF LOT 39 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357-22 FEET TO THE POINT OF BEGINNING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, BAID POINT BEING 377.78 FEET NORTH OF THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT. 226.17 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT. 27.73 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT. 67.26 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 46.67 FEET; THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT. 95.87 FEET; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 84.72 FEET; THENCE EAST ALONG A LINE WHICH IS REPENDICULAR TO THE WEST LINE OF SAID TRACT, 138.65 FEET T THE EASTERLY LINE OF SAID TRACT; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID TRACT. 16.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN SAID BLOCK 18 WHICH IS 2.67 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 31 THENCE SOUTH 33.01 FEET; THENCE WEST \$2.53 FEET; THENCE SOUTH 33.01 FEET; THENCE SOUTH 33.01 FEET TO A POINT ON THE NORTH LINE OF LOT 5 IN SAID BLOCK 10 SOUTH 33.01 FEST TO A POINT ON THE NORTH LINE OF LOT 5 IN SAID BLOCK 19 WHICH IS 18.14 FEST EAST OF THE NORTH WEST CORNER OF LOT 3 AFORESAID; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID TRACT, 143.51 FEST TO A POINT ON THE SOUTH LINE OF LOT 7 IN SAID BLOCK 19 WHICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 7; THENCE SOUTH 8.0 FEET; THENCE WEST 7.03 FEET; THENCE SOUTH 8.0 FEET TO A POINT ON THE NORTH LINE OF LOT 41 IN 5010 BLOCK 19 WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFORESAID; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WIST LINE OF SAID TRACT, 193.33 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT.
23.80 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 214.67 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY. ILINOIS

PARCEL 3: (Land of Parkway Bank & Trust Co. Trust No. 1302)

THAT PART OF THE THE FOLLOWING DESCRISED TRACT TO WIT:

THAT PART OF THE BLOCKS 1B AND 19. TOGETHER WITH VACATED STREETS AND
ALLEYS IN FAIRVIEW. EBERHART AND ROYCE'S SUBDIVISION. BEING A
SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9. AND THE
NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH MEST 1/4 OF SECTION
16. ALL IN TOWNSHIP 4D NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL
MERIDIAN. EXCEPT A STRIP OF LAND 16 1/2 FEET MID. OFF OF THE WEST END
OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION
16. BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 17: THENCE NORTH
ALONG THE WEST LINE OF SAID BLOCKS TO A POINT IN THE WEST LINE OF SAID
BLOCK 18 WHICH IS 120.85 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 25
IN BLOCK 18 AFORESAID: THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN

(continued on next page)

Exhibit "A" Page 3 of 6

(Parcel 3 continued)

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ANGLE OF 81 DEGREES 48 MINUTES AT SECONDS FROM SOUTH TO EAST WITH THE MEST LINE OF BLOCKS 18 AND 19 AFDRESAID A DISTANCE OF 585.75 FEET TO A PDINT OF INTERSECTION WITH THE WESTERLY LINE OF THE WORTHERN ILLINDIS TOLL MIGHWAY: THENCE CONTINUING SOUTHWESTERLY ALONG THE MESTERLY LINE OF THE NORTHERN ILLINDIS TOLL MIGHWAY A DISTANCE OF 20.83 FEET TO A PDINT ON THE SOUTH LINE OF LOT 25 IN BLOCK 18 AFDRESAID WHICH IS 573.66 FEET EAST OF THE SOUTH WEST CORNER OF LOT 25 IN BLOCK 18 AFORESAID; THENCE SOUTH WEST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTH WEST CORNER OF LOT 2 IN BLOCK 18 AFORESAID; THENCE SOUTH WESTERLY 136.41 FEET TO A PDINT ON THE SOUTH LINE OF LOT 3 IN BLOCK 18 AFORESAID, WHICH IS 2.67 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 3; THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 33.01 FEET; THENCE WEST 32.53 FEET; THENCE SOUTH 33.01 FEET TO A PDINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 AFORESAID; THENCE SOUTHWESTERLY 143.51 FEET TO A PDINT ON THE SOUTH LINE OF LOT 7 IN BLOCK 19 MICH IS 3.58 FEET EAST OF THE SOUTH WEST CORNER OF LOT 7 AFORESAID; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH 8.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH WEST CORNER OF LOT 7 IN BLOCK 19 AFORESAID; THENCE SOUTH SOUTH LINE OF LOT 41 IN BLOCK 19 AFORESAID; THENCE SOUTH B.0 FEET; THENCE WEST 7.83 FEET; THENCE SOUTH WEST CORNER OF LOT 39 IN BLOCK 19 AFORESAID; THENCE SOUTH B.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 39 IN BLOCK 19 AFORESAID AFORESAID; THENCE SOUTH SOUTH LINE OF LOT 39 IN BLOCK 19 AFORESAID A AFORESAID A AFORESAID THENCE WEST ALONG THE SOUTH LINE OF BLOCK 19 AFORESAID A DISTANCE OF 357.22 FEET TO THE POINT OF BEGINNING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 157522 FEET TO THE SOUTH EAST CORNER OF SAID TRACT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT 143.48 FEET TO A POINT ON THE MORTH LINE OF LOT 41 IN SAID BLOCK 19 WHICH IS 19.75 FEET EAST OF THE NORTH WEST CORNER OF LOT 41 AFCRESAID; THENCE WEST ALONG A LINE WHICH 25 PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 193.33 FEET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE WEST LINE OF SAID TRACT, 23.86 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 23.61 FEET; THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 163.11 FEET TO THE POINT OF BELINKING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4: (Land of Parkway Bank and Trust CD. Trust NO. 4471)
LOTS 23 AND 26 (EXCEPT THAT PART THEREOF LYING UEST OF A LINE DRAWN
FROM A POINT ON THE WEST LINE OF LOT 25. 42.10 FET NORTH OF THE SOUTH
WEST CORNER OF SAID LOT 25. TO A POINT ON THE NORTH LINE OF LOT 26.
8.37 FEET WEST OF THE NORTH EAST CORNER SAID LOT 26. AND LOTS
27.28.29.30.31 AND 32 ALL IN BLOCK 20 AND THE SOUTH 1/2 OF THE ALLEY
VACATED PER DOCUMENT NO. 26184533 LYING MORTH OF AND ADJACENT TO SAID
LOTS IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST
1/2 OF THE SOUTH EAST 1/4 OF SECTION 9. AND THE NORTH 1/2 OF THE
NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16. ALL IN TOWNSHIP 40

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Edubit "A" Page 4 of 6 (Parcel 4 continued)

NORTH. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE OFF OF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 AFORESAID; IN COOK COUNTY, ILLINDIS

PARCEL 5: (Land of Parkway Bank and Trust Co. Trust No. 4471) LOTS 17-18-19-20-21 AND 22 IN BLOCK 20 IN FAIRVIEW. BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 9, AND THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPT A STRIP OF LAND 16 1/2 PEET WIDE OFF THE WEST END OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 16 AFORESAID LEXCEPTING THEREFROM THAT PART OF THE LOTS 20 AND 21 LYING NORTHHESTERLY OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 20. 9.64 FEET SOUTHERLY OF THE NORTH EAST CORNER OF SAID LOT 20 TO # POINT ON THE WEST LINE OF LOT 21. IN BLOCK 20 IN SAID FAIRVIEW. 3: 37 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 21. AND (EXCEPTING THAT PART OF LOT 22 LYING MORTHWESTERLY OF A LINE WHICH INTERSECTS THE FAST BOUNDARY OF SAID LOT. 37.57 FEET NORTH OF THE SOUTH AY L
ANER OF
A EAST CORNER OF CASO LOT. AND THE SOUTH BOUNDARY OF SAID LOT. 2.13 FEET EAST OF THE SOUTH AFST CORNER OF SAID LOT 22) AND THE NORTH 1/2 OF THE ALLEY VACATED PER DOCUMENT NO. 26184333 LYING SOUTH OF AND ADJACENT TO SAID LOTS. ALL IN COOK COUNTY. ILLINOIS.

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	Exhibit "A" Page 6 of 6
	Exhibit "A"
	Page 6 of 6
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Address of Property:

9950 West Lawrence Avenue 4825 North Scott Street 4849 North Scott Street Schiller Park, Illinois

DEPT-01 RECORDING \$38.75 T\$1111 TEAN 0070 11/00/30 15198:00 +8779 + 4 \*- アローサイムSIG9 COOK COUNTY RECORDER