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90005900
PART PURCHASE MONEY WRAPAROUND ILLINOIS MORTGAGE

\$30.00

as of
THIS Mortgage, made this 1st day of January, 1990, between Burbank State Bank, not personally, but as Trustee, under a Trust Agreement dated December 29, 1989 and known as Trust No. 964 (the Mortgagor) and Woodcrest Limited Partnership, an Illinois limited partnership having its principal offices at 2901 Butterfield Road, Oak Brook, Illinois 60521, the Mortgagee.

WITNESSETH, that to secure the payment when and as due and payable of an indebtedness in the sum of One Hundred Fifty-Six Thousand Two Hundred Eighty-Four and No/100 Dollars (\$156,284.00), in lawful money of the United States to be paid with interest thereon in installments, the last of which is due and payable on December 1, 1999 according to that certain Part Purchase Money Wraparound Installment Note bearing even date herewith (the "Note"), and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in the Note or in other instruments securing the Note provided, and to secure the performance and observance of all the covenants, provisions and agreements herein and in the Note contained (whether or not the Mortgagor is personally liable for such payment, performance and observance) and in consideration of the premises and Ten Dollars (\$10.00) in hand paid by the Mortgagee to the Mortgagor, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by the Mortgagor, the Mortgagor hereby grants, sells, conveys, mortgages, pledges and assigns to the Mortgagee and to its successors and assigns:

All that certain lot, piece or parcel of land together with all buildings and improvements of every kind and description, heretofore, or hereafter erected or placed thereon, situate, lying and being in the Village of Crestwood, County of Cook, and State of Illinois, bounded and described in Exhibit A attached hereto and made a part hereof ("Premises").

TOGETHER with all and singular the tenements, hereditaments, privileges, easements, licenses and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, revenues, income, receipts, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and every part and parcel thereof.

TOGETHER with all rights, title and interest of the Mortgagor, if any, in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor; in and to the land lying in the bed of any street, road, alley or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof; in and to adjacent sidewalks, alleys, streets and vaults; and any and all rights and interests of every name and nature now or hereafter owned by the Mortgagor forming a part of and/or used in connection with the Premises and/or the operation and convenience of the buildings and improvements located thereon; and in and to the air space and the rights of use thereof above the Premises.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, building materials, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Premises or any part thereof and used or useable in connection with any present or future operation of the Premises (hereinafter called "Equipment") and now owned or hereafter acquired by the Mortgagor, 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 and electronic monitoring equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, all window and structural cleaning rigs, and all renewals or replacements thereof or articles in substitution therefor and all of the right, title and interest of the Mortgagor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all Equipment is appropriated to the use of the Premises and, whether affixed or annexed or not, shall for the purpose of this Mortgage be deemed conclusively to be conveyed hereby. The Mortgagor agrees to execute and deliver from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any Equipment.

TOGETHER with any and all awards or payments, judgments, settlements and other compensation hereafter made including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, or (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Premises or any part thereof or any building or other improvement now or hereafter located thereon or easement or other appurtenance thereto to the extent of all amounts which may be secured by this Mortgage at

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the date of receipt of any such award or payment by the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the above granted, sold, conveyed, mortgaged, pledged, assigned and described Premises and all the buildings, improvements, appurtenances, Equipment, properties, rights, interests and compensation hereinabove described, unto the Mortgagee, its successors and assigns, forever, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of the Premises after any default in or breach of the conditions, covenants or provisions herein contained.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor and the heirs, executors, administrators, successors or assigns of the Mortgagor shall well and truly pay unto the Mortgagee, its successors or assigns, the sum of money stated in the Note, the interest thereon, and any and all other sums secured hereby, at the time and in the manner set forth in the Note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, and in any and all other instruments securing the Note, then these presents and the estate hereby granted shall cease, determine and be void.

AND the Mortgagor covenants with the Mortgagee as follows:

1. Duty of Payment. That the Mortgagor will duly and promptly pay each and every installment of the principal of and interest on the Note, and all other sums hereby secured, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein or in the Note provided on the part of the Mortgagor to be performed and observed.

2. Insurance. (a) That the Mortgagor will keep the buildings and all other improvements on the Premises, and the Equipment, insured for the benefit of the Mortgagee, and Senior Mortgagees against loss, damage or destruction by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Extended Coverage Endorsement all in amounts approved from time to time by the Mortgagee but not less than 100% of full replacement cost, together with an agreed amount endorsement with separate values for each building and improvement, and when and to the extent required by the Mortgagee, against any other risk insured against by persons operating like properties in the locality of the Premises; that all insurance herein provided for shall be in form, content, amounts and in companies approved by the Mortgagee with all premiums thereon paid not less than yearly in advance with evidence of payment thereon delivered to Mortgagee on demand; that regardless of the types or amounts of insurance required and approved by the Mortgagee, the Mortgagor will assign and deliver to the Mortgagee all policies of insurance which insure against any loss, damage or destruction to the Premises, as collateral and further security for the payment of the money secured by this Mortgage, with loss payable to the Mortgagee pursuant to the Illinois Standard or other mortgage clause satisfactory to the Mortgagee without contribution, and notwithstanding any acts or omissions of Mortgagor and with standard waiver of subrogation endorsements; that not less than thirty (30) days prior to the expiration dates of each policy required of the Mortgagor pursuant to this Article, the Mortgagor will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee; that the aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Mortgagee. The full replacement cost of buildings, improvements and Equipment shall be determined from time to time at Mortgagee's request by an insurance appraiser selected by Mortgagee and paid for by Mortgagor. The insurance appraiser shall submit a written report of his appraisal and if said report shows that the buildings, improvements and Equipment are not insured as herein required, Mortgagor shall promptly obtain such additional insurance as is required. No policy of insurance required hereunder shall contain deductible provisions which have not been approved by Mortgagee. In addition to the insurance coverage, hereinabove required, Mortgagor shall maintain loss of rents insurance in an amount equal to not less than one hundred percent (100%) of the annual gross rental of the Premises based on one hundred percent (100%) occupancy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagor shall also obtain and maintain for itself, its beneficiaries, Mortgagee and Senior Mortgagees, broad form comprehensive general liability insurance, property damage insurance, workmen's compensation insurance, in each case, in form, and content and amount satisfactory to Mortgagee. Mortgagor shall also obtain and maintain such other insurance with respect to the Premises and the buildings, improvements and Equipment thereon in such amounts and against such insurable hazards as Mortgagee from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risk, host liquor liability insurance and dram shop insurance. Mortgagee shall at all

times and from time to time have the option of obtaining at Mortgagor's expense all insurance required herein to be maintained with respect to the Premises using such carriers and agencies as Mortgagee shall designate. If Mortgagee declines to exercise such option, then such insurance shall be provided by Mortgagor. In the event of a foreclosure of this Mortgage the purchaser of the Premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this Article; that if the Mortgagor defaults in so insuring the Premises or in so assigning and delivering the policies, the Mortgagee may, at the option of the Mortgagee, effect such insurance from year to year and pay the premiums therefor, and that the Mortgagor will reimburse the Mortgagee for any premiums so paid, with the interest at the rate stated in Article 5 hereof from the time of payment, on demand, and the same shall be secured by this Mortgage; (b) That the Mortgagee is authorized and empowered to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of insurance; that any monies received by anyone by reason of such insurance for loss, damage or destruction ("Insurance Proceeds") may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the moneys secured by this Mortgage, or be paid over wholly or in part to the Mortgagor or to an escrowee of Mortgagee's choice for the repair of said buildings, improvements and Equipment or for the erection of new buildings, improvements and Equipment in their place, or for any other purpose or project satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any Insurance Proceeds paid over to the Mortgagor; that in all other events, Mortgagee, at its option, shall have the right to apply any and all Insurance Proceeds to the payment of monies secured by this Mortgage then most remotely to be paid and in the order determined by Mortgagee and in the event Mortgagee so elects to apply such Insurance Proceeds to the payment of monies secured by this Mortgage and such Insurance Proceeds do not discharge the payment of monies secured by this Mortgage in full, then at Mortgagee's option the entire amount of monies secured by this Mortgage shall become immediately due and payable.

3. No Removal. That no building, improvement or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged, nor shall any new building or improvement be constructed without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the Lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such Equipment shall be replaced with other Equipment of a value at least equal to that of the replaced Equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Mortgagee to be applied to the last installments due on the indebtedness secured without any charge for payment.

4. Acceleration. That the whole of the principal sum together with all accrued and unpaid interest thereon and any additional sums which this Mortgage secures shall become immediately due and payable at the option of the Mortgagee (a) after default in the payment of any installment of principal and/or interest or required deposits; or (b) after default in the payment of any tax, water rate or assessment for five (5) days after notice and demand; or (c) after default either in assigning and delivering the policies of insurance herein described or referred to, or in reimbursing the Mortgagee for premiums paid on such insurance, as herein provided; or (d) after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinafter provided; or (e) after default in the payment of any installment which may not be then due or delinquent of any assessment for local improvement which may now or hereafter affect the Premises for five (5) days after notice and demand; or (f) upon the actual or threatened waste, removal or demolition of, or material alteration to or enlargement of, any part of the Premises buildings, improvements or Equipment thereon, or construction of any new buildings or improvements thereon, except as permitted by Article 3; or (g) upon default in keeping in force the insurance required herein; or (h) upon assignment by the Mortgagor of the whole or any part of the rents, income or profits arising from the Premises without the written consent of the Mortgagee; or (i) after default in the removal of any Federal or state tax lien on the Premises for thirty (30) days after notice and demand; or (j) after default in the observance or performance of any other covenants or agreements of the Mortgagor hereunder for thirty (30) days after notice and demand (except the covenants and agreements provided in Article 56 of this Mortgage which require no notice and provide for immediate acceleration upon default); or (k) upon the election by the Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of the Note or of any other instrument which may be held by the Mortgagee as additional security for the Note.

5. Mortgagee's Right to Cure Mortgagor's Defaults. Mortgagor covenants and agrees that Mortgagee shall have the right, but not the obligation, at any time, and from time to time, to cure any then existing default by the Mortgagor of any of Mortgagor's covenants, agreements and provisions herein to be performed and observed. That in the event of any

default in the performance of any of the Mortgagee's covenants, agreements or provisions herein, the Mortgagor may, at the option of the Mortgagee, perform the same, and all cost thereof, with interest at the rate of eighteen percent (18%) per annum, shall be so much additional indebtedness secured hereby and shall become immediately due and payable from the Mortgagor to the Mortgagee without notice.

6. Payment of Impositions. That Mortgagor will pay all taxes, assessments, water rates, sewer rents, gas, electric and all other charges ordinary and extraordinary of every kind and nature whatsoever and any prior liens now or hereafter assessed or liens on or levied against the Premises or any part thereof, when the same are due and payable; that in the event of Mortgagor's default in the payment thereof when the same shall be due and payable, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents, gas, electric and other charges, prior liens shall be a lien on the Premises added to the amount of said Note and secured by this Mortgage, payable on demand, with interest at the rate provided for in Article 5 hereof; and that upon request of the Mortgagee, the Mortgagor will exhibit to the Mortgagee receipts for the payment of all items specified in this Article prior to the date when the same shall become delinquent.

7. Appointment of Receiver. That upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Premises; that such appointment may be made either before or after sale, without notice and 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 Premises or whether the same shall be then occupied as a homestead or not; that such receiver shall have power to collect the rents, revenues, income, receipts, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, revenues, income, receipts, issues and profits, and shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period; and that the receiver, out of such rents, revenues, income, receipts, issues and profits, may pay costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, taxes, assessments, and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

8. Certification of Mortgage Balance. That the Mortgagor, within five (5) days after the request of Mortgagee, shall certify by a writing duly acknowledged to the Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the Mortgage.

9. Mortgagor's Representation of Title. That the Mortgagor represents that the Mortgagor has good title to the Premises and buildings and improvements thereon and has the right to Mortgage the same and that the Mortgagor shall and will make, execute, acknowledge and deliver in due form of law, all such further or other deeds or assurances as may at any time hereafter be reasonably desired or required for more fully and effectually conveying the Premises and buildings and improvements thereon by this Mortgage described, and hereby granted or intended so to be, unto the Mortgagee, for the purpose aforesaid, and will warrant and defend the said granted Premises and buildings and improvements thereon unto all and every person or persons, corporation or corporations, deriving any estate, right, title or interest therein, under this Mortgage, against the said Mortgagor and all persons claiming through the Mortgagor.

10. Mortgagee's Right to Divide Premises. That in case of any sale under the Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

11. Imposition of Mortgage Taxes. That in the event of the passage after the date of this Mortgage of any law of any legislative authority having jurisdiction over the Premises, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Note, the holder of this Mortgage and of the debt which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than thirty (30) days' written notice to be given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Premises, and such agreement shall constitute a modification of this Mortgage. If, by the laws of the United States of America, or of any

state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage or any related agreements or documents, the Mortgagor shall pay such tax in the manner required by such law.

12. Mortgagee's Right to Recover Expenses. That if the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the rate set forth in Article 5 hereof and shall be a lien on the Premises, prior to any right or title to, interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant. The Mortgagee, in making any payment (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the buildings, improvements or the Premises or the rental, operation or management of the Premises or the buildings and improvements thereon or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

13. Mortgagor to Maintain Premises. That the Mortgagor will maintain the Premises and the buildings and other improvements thereon and the Equipment in good condition and repair, will not commit or suffer any waste on or to the Premises, will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises, that Mortgagor shall observe and comply with all conditions and requirements necessary to maintain in force the insurance required herein and to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions, and non-conforming uses) privileges, franchises, and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and that in the event that any building or other improvement on the Premises must be altered or removed to enable Mortgagee to comply with the foregoing provision of this paragraph, Mortgagor shall not commence any such alterations or removals without Mortgagee's prior approval of the need therefor and the plans and specifications pertaining thereto and after such approval, Mortgagor at its sole cost and expense, shall effect the alterations or removal so required and approved by Mortgagee; that Mortgagor shall not, by act or omission, permit any building or other improvement on land not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used and similarly, no building or other improvement on the Premises shall rely on any land not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement, nor shall Mortgagor, by act or omission, impair the integrity of the Premises as a single zoning lot separate and apart from all other Premises; that any act or omission by Mortgagor which would result in a violation of any of the provisions of this subsection shall be void; that Mortgagor suffer or permit no change in the general nature of the occupancy of the Premises without the Mortgagee's prior written consent; that Mortgagor will promptly repair, restore, replace, or rebuild as nearly as possible to the value, condition and character immediately prior to such damage or destruction any part of the Premises, the buildings and improvements thereon and the Equipment now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Article 14; that the Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Premises; and that the Mortgagor will not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or affecting the uses which may be made of the Premises or any part thereof or the buildings or improvements thereon; that the Mortgagor will maintain, clean, repair, police and adequately light parking areas within the Premises, together with any sidewalks, aisles, streets, driveways and sidewalk cuts and paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and will reserve and use all such parking areas solely and exclusively for the purpose of providing ingress, egress and parking facilities for automobiles and other passenger vehicles of Mortgagor or tenants or invitees of tenants of the Premises; and Mortgagor will not reduce, build upon, obstruct, redesignate or relocate any such parking areas, sidewalks, aisles, streets, driveways, sidewalk cuts or paved areas or right-of-way or

lease or grant any rights to use the same to any other person except tenants and invitees of tenants of the Premises without the prior written consent of Mortgagee.

14. Condemnation. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises including any easement therein, or appurtenance thereto or severance of any part thereof, or any buildings or other improvements thereon by any public or quasi-public authority or corporation, the interest required by the Note shall be calculated on the entire principal sum secured until any such award or payment shall have been actually received by the Mortgagee and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; that said award or payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the monies secured by this Mortgage then most remotely to be paid, or be paid over wholly or in part to the Mortgagor or an escrowee of Mortgagee's choice for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the application of any amount paid over to the Mortgagor; and that if prior to the receipt by the Mortgagee of such award or payment the Premises shall have been sold or foreclosure of this Mortgage, the 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 legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. Any and all awards or payment heretofore or hereafter made or to be made to Mortgagor and all subsequent owners of the Premises in connection with the foregoing are hereby assigned to Mortgagee by Mortgagor and Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its true and lawful attorney in fact with full power of substitution for them and in their name, place and stead to collect and receive the proceeds of any such award granted by virtue of any such taking and to give proper receipts and acquittances therefor.

15. Copies of Leases and Facilities for Mortgagee's Inspection. On demand the Mortgagor will furnish to the Mortgagee executed counterparts of any and all leases of the Premises or any part thereof and of buildings and improvements thereon and provide Mortgagee with convenient facilities for the audit and verification of any statements required to be furnished by Mortgagor hereunder.

16. Mortgagee's Right to Inspect. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times; and that if, at any time after default by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage, the Note or other instruments securing the Note, the management or maintenance of the Premises shall be determined by the Mortgagee to be unsatisfactory, the Mortgagor shall employ, for the duration of such default, as managing agent of the Premises, any person or entity from time to time designated by the Mortgagee.

17. No Assignment of Rents. That the Mortgagor will not assign the whole or any part of the rents, revenues, income, receipts, issues or profits arising from the Premises without the written consent of the Mortgagee and any assignment thereof shall be null and void; that said rents, revenues, income, receipts, issues or profits, in the event of any default by the Mortgagor in the performance of any of the terms, covenants and provisions of this Mortgage, the Note or other instruments securing the Note, are hereby assigned to the Mortgagee; and that upon notice and demand, the Mortgagor will transfer and assign to the Mortgagee, in form satisfactory to the Mortgagee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the Premises.

18. Mortgagee's Right to Enforce Remedies. That the Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage, the Note, or any other instruments securing the Note, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by the Note and Mortgage and other instruments shall be due and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor including an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced, and further that Mortgagee may enter upon and take possession of the Premises and the buildings and improvements thereon or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor and all other persons and any and all property therefrom, and may hold, operate and manage the same and receive all income, rents, revenues, issues, receipts and profits accruing with respect thereto. Mortgagee shall be under no liability for or by reason of such entry, taking of possession, removal, holding, operation or management.

19. Recognition of Payments and Tender of Payment After Acceleration. That any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, or by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation, or partner of a partnership which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons. Upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by Mortgagee, its successors or assigns shall constitute an evasion of the prohibition against prepayment, the absence of the right of prepayment, or the premium required in connection therewith, whichever the case may be at the time, and any tender of payment in full following default shall be deemed to be a voluntary prepayment hereunder and such voluntary prepayment to the extent permitted by law, will therefore include any prepayment premium set forth in the Note and will, to the extent permitted by law, include a premium of five percent (5%) of the principal sum, if tender is made during the period, including the entire term of the Note if prepayment in full is prohibited during the entire term of the Note, in which prepayment in full is prohibited. In case, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire indebtedness due hereunder, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated in this Mortgage, and such expenses shall be so much additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

20. No Waiver of Strict Performance. That any failure by the Mortgagee to insist upon the strict performance by the 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 the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the 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 the Mortgagee to comply with any request of the 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 any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue to be liable for and shall continue to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; that regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the Note, this Mortgage, or any other instrument securing the Note, without, as to the security or the remainder thereof, in anywise impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the Premises whether or not such lease be subordinate to this Mortgage; that the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect; that acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued and unpaid interest thereon, and all other sums due hereunder, immediately due and payable without notice, or the waiver of any other rights of the Mortgagee at that time or any subsequent time, nor nullify any prior exercise of such option or such rights of Mortgagee without its written consent except and to the extent otherwise provided by law.

21. Rescission of Election. Acceleration of maturity, once made by Mortgagee, may, at the option of Mortgagee, be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

22. Mortgagee's Right to Foreclose. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises; that all such expenditures and expenses shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate set forth in Article 5 hereof when paid or incurred by the Mortgagee; and that the proceeds of any such foreclosure sale shall be applied (after paying all costs and expenses incident to the foreclosure proceedings) first on account of all unpaid items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; second, to the payment of all interest remaining unpaid on the Note; third, to the payment of all principal remaining unpaid under the Note; fourth, to the extent permitted by law, the amount of any prepayment premium that would otherwise be due and owing if this Mortgage and the Note were paid at that time; and lastly any surplus, if any, shall be paid to the Mortgagor or to any other person entitled thereto. In the event of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, the Mortgagee is hereby authorized, without consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

23. Waiver of Redemption. That if the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the Mortgagor and on behalf of each and every person except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. That if the Mortgagor is a corporate trustee, the Mortgagor, being duly authorized or empowered by the trust instruments or by the person or persons having a power of direction over the Mortgagor (and the Mortgagor warrants that it has been so authorized or empowered), does hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

24. Waiver of Defense and Statutory Rights. No action for the enforcement of the lien and security interests created by this Mortgage or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. The Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien and security interests of this Mortgage, but hereby waives the benefit of such laws. The Mortgagor, for itself and all who may claim by, through or under the Mortgagor, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien and security interests hereof and agrees that any court having jurisdiction to foreclose such lien and security interests may order the Premises sold in its entirety.

25. Joint and Several Liability. That if the Mortgagor consists of more than one person, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

26. Mortgagee's Remedies Cumulative. That the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

27. Definitions. That whenever used in this Mortgage (unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor or any subsequent owner or owners of the Premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "Note" shall mean any and all "note or notes, or bond or bonds secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", and the word "Premises" shall include the real estate hereinbefore described, together with all buildings, improvements, Equipment, condemnation awards, insurance proceeds, and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and the expression herein of any one or more such terms individually or together with other such terms shall not be deemed an exclusion of any of the other such terms not then expressed; and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other; and the words "terms", "provisions", "conditions", "covenants", "clauses", and "agreements" are deemed to be used interchangeably herein and that the use herein of any one or more of them shall not be deemed an exclusion of the others.

28. Amendments. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee herein to amend, modify and supplement this Mortgage, the Note and the other instruments securing the Note, and to extend the maturity of the indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

29. Part Purchase Money Mortgage. This wraparound or all-inclusive Mortgage constitutes a part purchase money mortgage given, in part, to secure a portion of the purchase price paid by the Mortgagor or its beneficiary in acquiring the fee title to the Premises or the beneficial interest of the land trust owning fee title to the Premises (the date of such acquisition being the "Closing Date"). This Mortgage shall be construed for all purposes and shall be enforced in accordance with the laws of the State of Illinois. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal, or unenforceable in any respect, this Mortgage shall be construed without such provisions and remain in full force and effect.

30. Business Loan. Mortgagor represents and warrants that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Paragraph 6404-1(c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligations secured hereby constitute a business loan which comes within the provisions of said paragraph.

31. Tax and Insurance Premium Escrows. Mortgagor will deposit with Mortgagee on the Closing Date, an amount equal to the accrued general tax liability of the Premises, based on the most recently ascertainable taxes, through the Closing Date, or such lesser amount as Mortgagee may require, and an amount equal to the earned insurance premium through said date for the insurance coverage required to be maintained hereunder, or such lesser amount as Mortgagee may require. Mortgagor shall also deposit with Mortgagee on the first day of the first month following the month in which the Closing Date occurs and on the first day of each succeeding month thereafter until the Note is fully paid, an amount equal to the sum of one-twelfth (1/12th) of 105% of the Mortgagee's reasonable estimate of the annual amount of the next to be issued real estate tax bills and one-twelfth (1/12th) of 105% of the Mortgagee's reasonable estimate of the annual insurance premiums next due for all the insurance coverage required to be maintained hereunder. Mortgagee retains the right from time to time to estimate and reestimate the amount of tax bills and insurance premiums subsequently to become due and to require Mortgagor on demand to make an immediate deposit for the estimated or actual accrued and unpaid tax and/or insurance premium liability in excess of the balance on hand therefor held by Mortgagee. Mortgagee shall not be obligated to pay interest on any such sums so held on account of taxes or insurance premiums. All amounts paid pursuant to the provisions of this Article 3 are hereby pledged as additional security for the indebtedness secured hereby. In the event of a default hereunder or under the Note, the Mortgagee may, at its option and without being required so to do, apply any such funds to the Mortgagor's obligations hereunder or under the Note in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid and all obligations of the Mortgagor to the Mortgagee have been fully performed, all funds paid pursuant to this Article which have not been previously expended for the purposes herein allowed shall be returned to the Mortgagor or the then owner of the Premises, without interest.

32. Senior Mortgage. The Premises are subject to the lien or liens of the following described mortgages and/or trust deeds (said mortgages and/or trust deeds, together with any other documents or instruments given as further security for the obligations which said mortgages and/or trust deeds secure, and together with any modifications and amendments thereto and together with any substitutions therefor or refinancings thereof, are hereinafter collectively called the "Senior Mortgage"): As set forth in Exhibit B attached hereto and made a part hereof.

33. Mortgagor's Compliance With Senior Mortgage. Mortgagor covenants and agrees to comply with all of the terms and provisions of the Senior Mortgage (except the requirement to make payments of principal and interest due thereunder and to make deposits on account of insurance premiums and taxes). In the event the Mortgagor fails to so comply within five (5) days prior to the expiration of any applicable grace period provided for in the Senior Mortgage for such compliance and such failure shall result in a default thereunder (other than as to payment of the monthly payments due thereunder on account of principal and interest, and deposits on account of taxes or insurance premiums), such failure on the part of the Mortgagor herein shall automatically constitute a default under this Mortgage and shall entitle the Mortgagee, at its option, to exercise any and all of the rights and remedies given the Mortgagee in this Mortgage for default by Mortgagor in the payment of principal or interest due hereunder.

34. Mortgagee's Payment of Senior Mortgage Debt Service. Upon compliance by Mortgagor with the terms and provisions contained in the Senior Mortgage, the terms and provisions contained herein, and the terms and provisions of the Note secured hereby, Mortgagee will pay the installments of principal and interest and make the tax and insurance premium deposits, if required, from time to time due under the Senior Mortgage in accordance with its terms. When necessary to effect such payments under the terms of the Senior Mortgage, Mortgagee shall be deemed to have been given the power, as a power coupled with an interest, to make such payments as Mortgagor's agent. Nothing contained herein shall require the holder of the Note secured hereby to perform the terms or provisions contained in the Senior Mortgage required to be performed by the Mortgagor thereunder, its successors and assigns, except the payment of installments of principal and interest and payment of the tax and insurance premium deposits, if required, but only in accordance with the terms and provisions hereof. If Mortgagor shall default in the performance of any term or provision contained in this Mortgage, Mortgagee shall not be obligated to make any principal or interest payments or make any tax and insurance premium deposits under the Senior Mortgage. Mortgagee has not, and will not, assume any of the obligations of the terms and provisions of the Senior Mortgage, but has agreed only to make the payments as provided under this Article 34, subject to the terms and provisions hereof. Mortgagee's agreement to make such payments is only for the benefit of Mortgagor and Mortgagee, their respective successors and assigns, and not for the benefit of the holder of the Senior Mortgage or any other person, whether as third party beneficiary or otherwise, and no person, other than Mortgagor, shall have any right to rely on or to enforce against Mortgagee the provisions of this Article 34.

35. Subrogation. Mortgagor covenants and agrees that, to the extent Mortgagee pays any installment of principal or interest or any other sums due under the Senior Mortgage, Mortgagee shall become entitled to a lien on the Premises hereunder but equal in rank and priority to the Senior Mortgage and, in addition, to the extent necessary to make effective such rank and priority: (a) Mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the Senior Mortgagee under the Senior Mortgage and (b) the Senior Mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereunder become secured. Contemporaneously herewith the parties hereto have executed a subrogation agreement to which reference is hereby made for the terms thereof.

36. Prohibition of Mortgagor Payments Against Senior Mortgage. Mortgagor covenants and agrees that it will not exercise any right or privilege of, nor make any payment or prepayment (in whole or in part) of principal or interest including installments thereof, or make any payment of any tax or insurance premium deposits to the holder of the Senior Mortgage, and Mortgagor further covenants and agrees that it will not enter into any agreement with the holder of the Senior Mortgage modifying or amending any of the terms and the provisions of the Senior Mortgage, including, but not limited to, terms and provisions dealing with payment of principal; provided, however, that if the Mortgagee shall default in its obligations to pay principal and interest or pay tax or insurance premiums or deposits as set forth in Article 34 hereof without curing such default within the permitted grace period therefor and paying all penalties, and further provided that Mortgagor is not then in default under the Note, this Mortgage or both, Mortgagor may upon five (5) days prior notice to Mortgagee make directly to the holder of the Senior Mortgage only such payments as are necessary to cure such default and not as to any other Senior Mortgage not then in default and not as to any other Senior Mortgage payments to accrue in the future. In such event Mortgagor may deduct the amount of such payment from the subsequent payments falling due and under the Note which this Mortgage secures.

37. Notices From Senior Mortgagee. Mortgagor covenants and agrees to promptly send to Mortgagee copies of any notices received by it from the holder of the Senior Mortgage.

38. Notices to Senior Mortgagee. Mortgagor shall, immediately at the request of the Mortgagee from time to time, notify and confirm to the holder of the Senior Mortgage in writing signed by the Mortgagor and sent to the holder of the Senior Mortgage by registered mail or by certified mail return receipt requested, with a counterpart of said notification delivered to the Mortgagee, (a) that the Mortgagor has entered into this Mortgage, describing the essence of this Mortgage so that the holder of the Senior

Mortgage will understand the same as it affects said holder, (b) that payment of the constant monthly payments under the Senior Mortgage as well as deposits for taxes, assessments and similar charges which are mentioned in the Senior Mortgage, as well as any prepayment under the Senior Mortgage, or payment after acceleration of the Senior Mortgage, shall be made by the holder of this Mortgage upon receipt of the same from the Mortgagor, (c) authorizing and directing the holder of the Senior Mortgage to accept the aforesaid payments, as well as the payment or performance of any other obligation contained in the Senior Mortgage on the part of the Mortgagor to be performed thereunder, by Mortgagee, with same effect as if paid or performed by the Mortgagor, (d) directing the holder of the Senior Mortgage to send and deliver to the holder of this Mortgage counterpart copies of all demands, notices and communications of defaults, payments due, or otherwise, required to be given or actually given to the Mortgagor, (e) requesting the holder of the Senior Mortgage to enter into an agreement with the holder of this Mortgage whereby the holder of this Mortgage shall be given notice of and opportunity to cure any default by the Mortgagor under the Senior Mortgage and (f) providing such other information and completing any forms or questionnaires requested by Mortgagee or the Senior Mortgagee in connection with the foregoing.

39. Senior Mortgage Payments-When Due. Anything herein to the contrary notwithstanding all payments required to be made by Mortgagor, whether to the Mortgagee or to any other person, by the terms and provisions of the Senior Mortgage (except the payment of principal and interest and deposits of taxes and insurance premiums, under the Senior Mortgage, which the Mortgagee has hereunder agreed to pay) shall be due and payable at least five (5) days prior to the time such payments are required to be made by the provisions of the Senior Mortgage, except if a period of time more than five (5) days is required expressly by this Mortgage, the longer period shall be effective.

40. Conditions to Mortgagee's Payment of Senior Mortgage Debt Service. Anything herein to the contrary notwithstanding Mortgagee's obligation to make the payments on account of principal and interest, and deposits of taxes and insurance premiums, as and when due under the Senior Mortgage, is conditioned upon the following: (a) Mortgagor shall not be in default under the terms and provisions of this Mortgage; and (b) Mortgagor shall be in full compliance with all the terms and provisions of the Senior Mortgage other than with respect to the payments on account of principal and interest and deposits of taxes and insurance premiums.

41. Mortgagor's Duty to Cure Senior Mortgage Default. In the event the Mortgagor fails to perform any obligation under the Senior Mortgage which Mortgagor is required to perform hereunder, such as the requirement that Mortgagor cause performance of all of the obligations under the Senior Mortgage except for the obligations to make monthly payments on account of principal and interest, and tax and insurance premium deposits, which Mortgagee will make so long as Mortgagor is not in default hereunder, with the result that the holder of the Senior Mortgage declares a default thereunder, then and in that event the Mortgagor covenants and agrees that it will immediately cure such default and cause such declaration of default issued by the holder of the Senior Mortgage to be rescinded and shall cause any acceleration declared by the holder of the Senior Mortgage to be rescinded and shall cause the Senior Mortgage to be returned to a default-free condition and shall hold the Mortgagee harmless from its failure to do so or from any damages or liability which the Mortgagee sustains by reason of such default under the Senior Mortgage.

42. Satisfaction of Senior Mortgage. In the event Mortgagee pays or satisfies the Senior Mortgage at any time, the Mortgagor agrees that the Mortgagee shall be entitled, if it so desires, to obtain from the holder of the Senior Mortgage, instead of a satisfaction and release thereof, an assignment of the Senior Mortgage to Mortgagee.

43. Financial Statements. Mortgagor covenants and agrees to furnish to Mortgagee within ninety (90) days of the end of each calendar year during the term of this Mortgage, a statement of income and expenses of the Premises in no less detail than the statement heretofore provided by Mortgagee to Mortgagor certified by an independent certified public accountant as being a true statement of the actual income and expenses of the Premises during the preceding calendar year, together with a current rent roll of the Premises. Mortgagor shall also promptly furnish a current rent roll upon request of Mortgagee. Any rent roll required to be furnished hereunder shall contain the following information as to each lease and tenant: lease date, expiration date, building and unit number, amount of rent, amount of security deposit, and type of unit and such further details as Mortgagee may reasonably request. Upon request, Mortgagor shall also furnish Mortgagee as soon as practicable after the end of each month, and in any event within thirty (30) days thereafter, duplicate copies of monthly interim statements of income and expense and a periodic balance sheet of Mortgagor as at the end of each month or period, as the case may be, prepared in accordance with generally accepted accounting principles and certified to by the managing general partner, or a financial officer of the beneficiary of Mortgagor. In addition to the foregoing, the Mortgagor covenants and agrees that it will furnish hereunder all such reports, information, statements, and other materials which are

required to be submitted to the Senior Mortgagee under this Senior Mortgage at least fifteen (15) days prior to the date of submission required under the Senior Mortgage.

44. Mortgagee's Right to Comply with Prior Liens. In the event of default hereunder by Mortgagor, and in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the Senior Mortgage, other prior encumbrances, if any, and purchase, discharge, compromise or settle the Senior Mortgage, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate set forth in Article 5 hereof until paid. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

45. Limitation on Rent Prepayment. Mortgagor covenants and agrees that it will not accept prepayment of installments of rent of more than one month to become due under existing leases or any other leases which affect the Premises.

46. Mortgagor's Additional Duties to Maintain the Premises. Mortgagor covenants and agrees to keep the buildings, improvements and Equipment on the Premises in good repair and shall neither suffer nor commit any waste on or to the Premises, and if Mortgagor fails to make any such repairs or suffers or commits waste, Mortgagee may elect to make such repairs or eliminate such waste, and the cost thereof shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate set forth in Article 5 hereof until paid. In addition, Mortgagor shall not suffer nor permit any mechanic's lien or other liens to attach to or be against the Premises, the same being deemed a default hereunder, unless Mortgagor shall in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of such lien or liens so contested; provided that, pending any such legal proceedings Mortgagor shall give Mortgagee such security as may be deemed satisfactory to Mortgagee to insure payment of the amount of such lien or liens and all interest and penalties thereon. If, at any time during the continuance of such contest, the Premises or any part thereof is, in the judgment of Mortgagee, in imminent danger of being forfeited or lost, Mortgagee may use such security for the payment of such lien or liens.

47. Duty to Replace Fixtures and Equipment. Mortgagor shall replace all broken glass with glass of the same size and quality as that broken, and will replace all damaged heating, plumbing, electrical and air-conditioning fixtures and other Equipment with other of equal quality and will keep the Premises, buildings and improvements thereon in clean and healthful condition according to all applicable governmental regulations and ordinances and the direction of the proper public officers pending final payment to Mortgagee. Mortgagor further agrees to promptly replace with items of equal quality, any and all items of personal property, including stoves, refrigerators, carpeting and air-conditioning units sold by Mortgagee to Mortgagor at the closing of the purchase of the Premises, that wear out during the course of the term of this Mortgage. Mortgagor shall keep the Premises, buildings and improvements thereon free from any and all dwelling code violations and shall promptly correct or commence to correct with due diligence the same within thirty (30) days after notice of any such violations. Mortgagor further agrees that any items used by Mortgagor in replacement of any of the foregoing items of personal property, fixtures or Equipment shall be new and shall be fully paid upon installation and shall not be purchased or leased under any title retention contract or agreement whatsoever. All such replacement items shall be subject to the lien of this Mortgage and Mortgagee shall have a security interest in all such replacement items.

48. Hold Harmless. Mortgagor covenants and agrees that it will protect and save and keep Mortgagee forever harmless and indemnified against and from any penalty, damages, liability and charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Mortgagor or those holding under Mortgagor, and that Mortgagor will at all times protect, indemnify and save and keep harmless Mortgagee against and from any and all loss, cost, damage, liability and expense arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever, and will protect, indemnify and save and keep harmless Mortgagee against and from any and all claims and against and from any and all loss, cost, damage, liability and expense arising out of the failure of Mortgagor in any respect to comply with and perform any of the requirements and provisions of this Mortgage. In the event the Mortgagee suffers any loss, cost, damage, liability or expense as a result of the exercise by it of any of the rights and privileges accruing to it hereunder because of the Mortgagor's default hereunder or under the Note secured hereby, then and in that event, Mortgagor shall be fully responsible for same and the same shall

be immediately paid to the Mortgagee upon demand together with interest thereon at the rate set forth in Article 5 hereof from the date on which same was incurred, and all such amounts shall be secured by the lien hereof. By way of illustration and not in limitation of the foregoing, in the event Mortgagee exercises its right to discontinue payments on the Senior Mortgage following an event of default by the Mortgagor hereunder or under the Note secured hereby, and in the event the holder of the Senior Mortgage as a consequence of such discontinuance accelerates the Senior Mortgage, charges late charges or increases the interest rate thereunder, then all loss, cost, damage, liability and expense incurred by the Mortgagee as a consequence thereof, including any expenses relating to any refinancing of the Premises necessitated by any acceleration of the Senior Mortgage, shall be secured hereby and shall be immediately due and payable upon demand together with interest thereon at the rate set forth in Article 5 hereof.

49. Tenant Security Deposits. Mortgagor covenants and agrees to make prompt payment of any amount of security deposit for which Mortgagor has received credit from Mortgagee, as the tenants of the Premises become entitled thereto, and hereby agrees to indemnify and hold Mortgagee harmless against any claim or liability therefor made by any such tenants.

50. Performance of Lessor's Duties and Compliance With Documents of Record. Mortgagor covenants and agrees that it will faithfully observe and perform all obligations to be observed and performed by the lessor under any lease assigned to the Mortgagor or Mortgagor's beneficiaries at closing, including all residence leases and all laundry leases, and all service contracts and concession agreements. Mortgagor further covenants and agrees that Mortgagor will observe and perform all obligations to be observed and performed by the owner of the Premises under any document or instrument which may be from time to time of record and which may affect title to the Premises. In the event the Mortgagor for any reason fails to observe and perform any of such obligations, the Mortgagee may, but need not, perform same and the cost incurred by the Mortgagee in so doing shall constitute so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate set forth in Article 5 hereof until paid.

51. Assignment of Leases and Rents. Mortgagor shall execute and deliver to Mortgagee on the date hereof, and from time to time hereafter upon written request, an assignment of leases and rents to Mortgagee, which assignment shall be to Mortgagee's satisfaction and shall be effective only in the event Mortgagor is in default of any of the terms, conditions and covenants contained herein, in the Note or in any other instrument securing the Note. Mortgagor hereby agrees not to lease the Premises or any part thereof for any purpose without Mortgagee's written consent, except residential apartment leases consistent with the type and term currently existing, and at market rates and without rent concessions.

52. Security Agreement and UCC Financing Statements. At the request of Mortgagee, Mortgagor shall execute and deliver, in form and substance satisfactory to Mortgagee, a Security Agreement and Uniform Commercial Code Financing Statements, in multiple counterparts, covering the fixtures, chattels, and articles of personal property subject to the lien of this Mortgage.

53. Litigation Expenses. Mortgagor shall pay to Mortgagee all costs and expenses, including attorney's fees, incurred by Mortgagee in any action or proceeding to which Mortgagee may be made a party by reason of being a party to this Mortgage, and Mortgagor will pay to Mortgagee all costs and expenses, including attorney's fees, incurred by Mortgagee in enforcing any of the covenants and provisions of this Mortgage or the Note and incurred in any action brought by Mortgagee against Mortgagor on account of the provisions hereof or of the Note, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Mortgagee against Mortgagor on or under this Mortgage. Mortgagor shall not be required to pay Mortgagee for any expenses, including attorney's fees, incurred by Mortgagee in defending an action brought against Mortgagee by Mortgagor in which Mortgagor is the successful litigant.

54. Late Payments-Mortgagee's Rights. If Mortgagor is late in the making of any payment due under the Note secured hereby, Mortgagee shall have the right to increase the interest rate under the Note to eighteen percent (18%) per annum until the default in payment is cured, charge a late payment equal to the greater of \$50.00 or five percent (5%) of the delinquent payment and accelerate the principal balance and all accrued and unpaid interest due under the Note, all as provided in the Note.

55. Continuation of Mortgagor's Obligations. The obligations of Mortgagor under this Mortgage, and the Note it secures shall continue until the entire debt evidenced hereby and all other amounts that may become due hereunder, is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, water rates, insurance premiums or other payments due and payable under the terms and provisions of this Mortgage.

56. Due on Sale and Due on Further Incumbrance Provisions, Additional Causes for Acceleration. The whole of the principal sum together with accrued and unpaid interest thereon and any additional sums which this Mortgage secures, shall also become immediately due and payable, at the option of the Mortgagee (a) If the Premises, buildings and improvements thereon, or any part thereof or any interest therein is conveyed, sold (including a sale on an installment basis or pursuant to so-called "articles of agreement"), transferred, leased, (except upon customary residence leases of individual apartment units to individual persons who intend to reside in such apartment units), encumbered or assigned in any manner whether voluntarily or involuntarily without the prior written consent of the Mortgagee; or (b) If the Mortgagor is a land trust, in the event that the beneficial interest ("Beneficial Interest") or any part thereof or interest therein is conveyed, sold (including a sale on an installment basis or pursuant to so-called "articles of agreement"), transferred, leased, encumbered or assigned, in any manner whether voluntarily or involuntarily without the prior written consent of the Mortgagee; or (c) If within sixty (60) days of the death, incompetency, or discharge of any party personally liable for payment of all or a portion of the Note secured hereby, whether as a maker or guarantor, if there is not delivered to the Mortgagee an exact unconditional guaranty of the Note and this Mortgage as existed at the time of such death, incompetency or discharge and which guaranty is prepared on a form approved by the Mortgagee, of a person whose financial reliability has been demonstrated to and approved by the Mortgagee; or (d) Mortgagor, its beneficiary, any of its beneficiary's general partners, or any person, firm or corporation at any time guarantying all or any part of the indebtedness hereby secured (a "Guarantor") becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for Mortgagor, its beneficiary, any of its beneficiary's general partners, or a Guarantor or for the major part of the properties of any of them and is not discharged within forty-five (45) days after such appointment, or if bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy law or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor, its beneficiary, any of its beneficiary's general partners, or any Guarantor and if instituted against any such party are consented to or acquiesced in or are not dismissed within forty-five (45) days after such institution, or if Mortgagor, its beneficiary, any of its beneficiary's general partners, or any Guarantor takes any action to initiate or further any of the foregoing; or (e) Any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; or (f) Any financial or other information submitted by any Guarantor or Mortgagor's beneficiary or any of its beneficiary's general partners to Mortgagee proves untrue in any material respect; or (g) The Premises are abandoned; or (h) Mortgagor's beneficiary, or any of its beneficiary's general partners is dissolved; or (i) Any of the individual or individuals, entity or entities comprising the managing general partner(s) of Mortgagor's beneficiary, as of the date hereof, cease to be managing general partner(s) of the beneficiary other than by death or adjudicated incompetence; or (j) There shall be any change of the management agent or manager, or termination of the management contract for the Premises without Mortgagee's prior written consent. For the purposes of this Mortgage, the Premises or the Beneficial Interest shall also be deemed to have been sold, transferred, assigned or conveyed in the event that more than fifty percent (50%) of the equity interest in Mortgagor or in any beneficiary or its beneficiary's managing general partner(s) shall be sold, transferred, assigned or conveyed, subsequent to the date hereof, whether voluntarily or involuntarily, whether in one or a series of related or unrelated transactions.

57. Mortgagee's Right to Make New Mortgages. Mortgagee reserves the right at any time and from time to time during the term of this Mortgage to place new or additional mortgage or mortgages (or trust deeds) rent and lease assignments and other security documents on the Premises and/or to refinance the Senior Mortgage (all of the foregoing are collectively hereinafter called "Replacement Financing"). The new mortgage or mortgages securing the "Replacement Financing" shall be deemed to be mortgages which are included within the term "Senior Mortgage" and the Mortgagor shall comply with all the terms and provisions thereof except that the Mortgagee shall be responsible for making the monthly payments of principal and interest and deposit for taxes and insurance premiums thereon as herein provided for the Senior Mortgage. Mortgagor agrees to execute any and all documents necessary to subject title to the Premises to the Replacement Financing, to execute and to cause its beneficiaries to execute and deliver to the Mortgagee any documents (except personal guaranties) which may be necessary in order to effectuate the Replacement Financing. The proceeds of the Replacement Financing may be utilized to pay off any one or more Senior Mortgage with any excess payable to Mortgagee or as Mortgagee directs. Any secondary financing then encumbering the Premises or Beneficial Interest and placed by Mortgagor shall be subject and subordinate to the Replacement Financing and Mortgagor shall effect such subordination upon Mortgagee's request and at Mortgagor's cost and expense. Mortgagor shall furnish to Mortgagee or its designee appropriate information, such as financial statements and credit history relating to the owner,

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beneficiaries, their general partners and the affiliates of any corporate general partner, and evidence of management ability and experience and such other information that may be reasonably required to obtain the Replacement Financing. Mortgagee agrees that the aggregate principal balance of the Senior Mortgage shall at no time during the term of this Mortgage exceed the outstanding principal balance due under the Note from time to time and further agrees that the aggregate monthly payments due under the Senior Mortgage shall not exceed the monthly payments due under the Note and this Mortgage from time to time. Mortgagee agrees to pay up to \$500.00 to Mortgagor's attorney as attorney's fees if Mortgagor requests that its attorney review the Replacement Financing mortgage documents. It is understood and agreed, however, that the only objection that either Mortgagor or its attorney could make about the terms and provisions of the Replacement Financing is if the amount of the Replacement Financing or monthly payments thereunder exceed the limits specified in this Section 57.

58. Subordination to Senior Mortgage. The rights of Mortgagee hereunder shall be subject to and subordinate to the rights of the holder of the Senior Mortgage.

59. Notices. Any notice request or demand to be given hereunder shall be in writing, and shall be deemed to have been given when placed in the United States mail, with proper registered or certified postage prepaid, return receipt requested, addressed to the party concerned at the address shown below and shall be effective the date of mailing:

To Mortgagee:

c/o Inland Real Estate Corporation
2901 Butterfield Road
Oak Brook, Illinois 60521
Attn: Robert H. Law
General Counsel

To Mortgagor:

James Grieco
10801 S. Harlem
Worth, IL 60482

Michael &
Denise O'Connor
17830 S. 65th Ave.
Tinley Park, IL

provided, however, that each of the foregoing addresses for notice may be changed from time to time by notice given to the other party, in the manner herein provided for.

60. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

61. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

62. Assignment by Mortgagee. This Mortgage may be assigned by the Mortgagee at any time and without notice to or prior approval of Mortgagor, its successors or assigns or grantees. The word "Mortgagee," when used herein, shall include the successors and assigns of the original Mortgagee named on the first page hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold and the purchaser assumes the obligations of the Mortgagee hereunder, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of the Mortgagee hereunder thereafter to be performed, provided that any monies which are then held by the seller of the Note and in which the Mortgagor has an interest are paid to the purchaser of the Note.

63. Release Fees. Mortgagee reserves the right to charge a reasonable fee upon final payment of all the amounts due under the Note to compensate Mortgagee for services rendered in issuing final payoff letters, processing final payment, and issuing final releases of this Mortgage and any other instruments given to further secure the Note.

64. Exculpatory Clause. THIS MORTGAGE is executed by the Burbank State Bank, not personally but as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Burbank State Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Burbank State Bank, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness hereby secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under the Note or any other document or instrument evidencing, securing or guarantying the indebtedness hereby secured.

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IN WITNESS WHEREOF, Burbank State Bank, not personally, but as Trustee, as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, as of the day and year first above written.

Burbank State Bank,
not personally, but as Trustee,
as aforesaid.

BY: Theremin L. Doyle
TRUST OFFICER Vice-President

ATTEST: James E. Doyle
Assistant Secretary
VICE PRESIDENT

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, PEGGY YACEN a Notary Public, in and for said County, in the State aforesaid, do hereby certify that VIRGINIA L. DOYLE, Vice President of the Burbank State Bank, and JOAN E. IWOMA, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Secretary, respectively, appeared 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd day of January 1990

Peggy Yacen MY COMMISSION EXPIRES 3-19-00
Notary Public

This Instrument Prepared by
and Mail to H. Dan Raver
Associate Counsel
Inland Real Estate Corporation
2901 Butterfield Road
Oak Brook, IL 60521

Property Address: 14005 S. Leonard
Crestwood, Illinois
P.I.N. 28-04-401-055-0000

BOX 333

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EXHIBIT "A"

14005 S. Leeward
Crestwood, Illinois

PARCEL 1:

LOT 5 IN WOODCREST RESUBDIVISION OF WOODCREST SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1976 AS DOCUMENT NUMBER 23641278, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED MARCH 30, 1976 AS DOCUMENT NUMBER 23430084, AND RECORDED SEPTEMBER 17, 1976 AS DOCUMENT NUMBER 23641278, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 49518, TO EVELYN LIBIN DATED SEPTEMBER 20, 1977 AND RECORDED AS DOCUMENT NUMBER 24212669, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Exemption provision restricting
any liability of Bureau State Bank
stated herein is hereby expressly
made a part hereof.

300005300

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Exhibit B

MORTGAGE DATED SEPTEMBER 20, 1977 AND RECORDED OCTOBER 3, 1977 AS DOCUMENT 24130796 MADE BY CENTRAL NATIONAL BANK, A CORPORATION OF THE UNITED STATES OF AMERICA, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1977 AND KNOWN AS TRUST NUMBER 22658 TO A. J. SMITH FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION OF THE UNITED STATES OF AMERICA TO SECURE A NOTE FOR \$115,000.00.

Property of Cook County Clerk's Office

Exemption provision restricting
any liability of American State Bank
disclosed herein is hereby expressly
waived in part hereof.

90005900

Lot 5