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January 19, 1990 2:42pm
STOFIL-MOR

THIS INSTRUMENT PREPARED BY:
STEPHEN H. MALATO, ESQ.
Hinshaw, Culbertson, Moelmann, Hoban & Fuller
222 North LaSalle Street
Chicago, Illinois 60601

Connecticut Mutual Loan No. 14258
Address: 100 West Randolph
Chicago, Illinois

Tax No(s): See Attached Exhibit "A"

63.00

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT made this 22nd day of January, 1990 by Boulevard Bank, N.A., a national banking association, not personally but solely as Trustee pursuant to Trust Agreement dated July 1, 1983 and known as Trust Number 6777, having its principal office at 410 North Michigan, Chicago Illinois 60605 ("Mortgagor"), in favor of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, having its principal office at 140 Garden Street, Hartford, Connecticut 06154 ("Mortgagee");

WITNESSETH, THAT WHEREAS, Mortgagor is justly indebted to Mortgagee for money borrowed in the principal amount of ELEVEN MILLION AND NO/100 DOLLARS ($11,000,000.00) ("Principal Amount"), as evidenced by note executed by Mortgagor of even date herewith, made payable to the order of and delivered to Mortgagee (which note, together with any and all other notes executed and delivered in substitution therefor or in renewal and extension thereof, in whole or in part, are herein collectively referred to as "Note"), by the provisions of which Mortgagor promises to pay to Mortgagee, at the address set forth above (or at such other place as the legal owner and holder of Note may, from time to time, designate), out of that part of the trust estate subject to the aforesaid trust and hereafter specifically described:

I. Principal Amount (or so much thereof as may be advanced by Mortgagee from time to time);

II. interest at the rate set forth in Note, ("Note Rate"); and

III. all other sums due and owing pursuant to Note or hereunder and advanced by Mortgagee to protect "Mortgaged Premises" (hereafter defined) or to preserve the priority of the lien established hereby (PROVIDED THAT such other sums shall not exceed one hundred fifty per cent [150%] of Principal Amount);

(collectively "Indebtedness"), from the date of disbursement of Principal Amount, in the installments set forth in Note, with a final payment of Indebtedness on February 1, 2000 ("Maturity Date").

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NOW, THEREFORE, to secure the payment of Indebtedness and the performance of the terms, covenants, conditions and agreements contained herein and in Note, commitment issued by Mortgagee dated October 10, 1989, as amended from time to time ("Commitment"), accepted on behalf of Mortgagor and State Building Venture, an Illinois limited partnership ("Beneficiary"), the owner of one hundred per cent (100%) of the beneficial interest in Mortgagor ("Beneficial Interest"), and any and all other documents executed and delivered to secure Indebtedness (collectively "Other Loan Documents"), Mortgagor, by these presents, DOES HEREBY GRANT, MORTGAGE AND CONVEY to Mortgagee, its successors and assigns, forever, all of Mortgagor's right, title and interest in, to and under, and the leasehold estate ("Leasehold Estate") demised by that certain lease agreement dated November 11, 1983, as amended from time to time ("Lease Agreement") by and between the State of Illinois, acting through its Department of Central Management Services, as Landlord, ("Landlord") and Mortgagor, as tenant, pursuant to which certain premises, more particularly described in Lease Agreement ("Leased Premises"), were let to Mortgagor, a memorandum of which Lease Agreement was recorded in the office of the Recorder of Deeds of Cook County, Illinois, as document number 27037576, which Leased Premises are located in a building commonly known as the State of Illinois Center, 100 West Randolph, Chicago, Illinois ("Building") constructed on certain land situated in Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof ("Land") together with all of Mortgagor's right, title, interest, options and privileges created in and by Lease Agreement, TOGETHER WITH THE FOLLOWING (collectively "Other Interests"):

A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining Leased Premises and Land.

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in anyway now or hereafter appertaining to Leasehold Estate, including any other claim at law or in equity and any after-acquired title, franchise or license and the reversions and remainder and remainders thereof.

C. All of Mortgagor's right, title and interest in all structures and improvements, of every kind, nature and description, now or hereafter located and placed upon Leased Premises ("Improvements") and all materials intended for construction, re-construction, alteration and repair of Improvements, all of which shall be deemed a part thereof immediately upon the delivery of the same, and all fixtures and articles of personal property now or hereafter owned by

Mortgagor and attached to or contained in and used in connection with Mortgaged Premises, including, but not limited to, all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning, electrical and sprinkler systems and equipment, if any, and fixtures and appurtenances thereto ("Personal Property") and all renewals or replacements of Personal Property or articles in substitution therefor, whether or not the same are or shall be attached to Improvements in any manner, excepting from Personal Property, however, any furniture, fixtures, equipment and articles of personal property, regardless of the manner or mode of attachment, belonging to any present or future sub-tenant or sub-lessee of Leased Premises and Improvements (collectively "Occupancy Sub-Tenants") (any reference hereafter made to Personal Property shall be deemed to exclude the same); IT BEING MUTUALLY AGREED that:

(1) all of Personal Property owned by Mortgagor and placed by it on Mortgaged Premises shall, insofar as the same is permitted by law, be deemed to be fixtures and a part of the realty and security for the payment of Indebtedness, and

(2) as to any Personal Property not deemed to be fixtures and a part of Mortgaged Premises, this Mortgage shall be and is a security agreement for the purpose of establishing a security interest in Personal Property, pursuant to the Uniform Commercial Code of the State of Illinois, and additional security for the payment of Indebtedness and the performance of all other obligations of Mortgagor herein and in Other Loan Documents set forth.

D. All rents, issues, proceeds and profits accruing and to accrue from Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all sub-leases approved by Mortgagee now or hereafter on or affecting Mortgaged Premises, whether written or oral, and all other sub-leases and agreements for the use thereof (collectively "Sub-Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto.

E. All proceeds heretofore or hereafter payable to Mortgagor and all subsequent owners of Mortgaged Premises ("Proceeds") by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to "Insurance

Policies" (hereafter defined) and awards and other compensation heretofore or hereafter payable to Mortgagor and all subsequent owners of Mortgaged Premises ("Awards") for any taking by condemnation or eminent domain proceedings, either permanent or temporary ("Condemnation"), of all or any part of Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets. Proceeds or Awards are hereby assigned to Mortgagee (Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest), and authorizes, directs and empowers such attorney-in-fact, at its option, on behalf of Mortgagor, its personal representatives, successors and assigns, to adjust or compromise the claim for Proceeds or Awards and to collect and receive the amounts thereof, to give proper receipts and acquittances therefor and, after deducting expenses of collection, to apply the net Proceeds or Awards received in accordance with Paragraphs 6 and 7 following.

For convenience, Lease Agreement, Leasehold Estate, Leased Premises, Improvements and Other Interests are herein collectively referred to as "Mortgaged Premises".

TO HAVE AND TO HOLD Mortgaged Premises unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth (Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois); PROVIDED, HOWEVER, that if and when Mortgagor shall pay Indebtedness and shall perform all of the terms, covenants, conditions and agreements contained herein and in Note and Other Loan Documents, this Mortgage, Note and Other Loan Documents shall be released, at the sole cost and expense of Mortgagor; otherwise, the same shall be and remain in full force and effect.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PRIORITY OF LIEN AND SUBORDINATE ENCUMBRANCES: This Mortgage is and shall remain a first and valid lien on Mortgaged Premises until the payment in full of Indebtedness and Mortgagor shall keep Mortgaged Premises free and clear of all other superior or subordinate liens or claims of every nature and kind and shall not execute, deliver or grant any other mortgage, trust deed or security interest encumbering Mortgaged Premises.

2. SUBROGATION: To the extent that any part of Indebtedness is applied in payment of any existing lien against Mortgaged Premises, or any part thereof, or following the date hereof, Mortgagee pays any sum due pursuant to any provision of law or any instrument or document establishing any lien prior or superior to the lien of this Mortgage, Mortgagee shall have and be entitled to a lien on Mortgaged Premises equal in parity to that discharged and Mortgagee shall be subrogated to, receive and enjoy all rights and

liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit Mortgagee to secure the payment of Indebtedness. Mortgagee shall be subrogated, notwithstanding its release of record, to mortgages, trust deeds, superior titles, vendors' liens, and other liens, charges, encumbrances, rights and equities on Mortgaged Premises to the extent that any obligation thereunder is paid or discharged from Indebtedness or other payments by Mortgagee.

3. PROMPT PAYMENT AND PERFORMANCE OF COVENANTS: Mortgagor shall promptly pay Indebtedness as the same becomes due and shall duly and punctually perform and observe all of the terms, covenants, conditions and agreements to be performed and observed by Mortgagor as provided herein and in Note, Commitment and Other Loan Documents and, except as provided in Note, shall have no right to prepay Indebtedness.

4. TAX AND INSURANCE DEPOSITS AND APPLICATION: In addition to the payment of Indebtedness, Mortgagor shall pay to Mortgagee, concurrently with the payments required pursuant to Note, an amount equal to the real estate taxes and special assessments, if any, next due on Mortgaged Premises, together with the premiums which will next become due and payable on Insurance Policies, as estimated by Mortgagee, less all sums previously paid therefor, divided by the number of months to elapse before one (1) month prior to the dates when such taxes, assessments and premiums will become delinquent. Any funds held by Mortgagee, or its duly authorized agent, will be held in trust for the purpose of paying said real estate taxes, assessments and insurance premiums when the same become due and payable, without any obligation of Mortgagee to pay interest thereon.

In the event that the amounts deposited with Mortgagee:

a). shall not be sufficient to pay said real estate taxes, assessments or insurance premiums in full, when due, Mortgagor shall deposit with Mortgagee, or its duly authorized agent, such additional amounts as shall be sufficient to pay the same and if Mortgagor shall default in making such payments for fifteen (15) days following written notice from Mortgagee to Mortgagor, at the option of Mortgagee, Indebtedness shall become immediately due and payable; or

b). are in excess of the amounts required to pay real estate taxes, assessments and insurance premiums, such excess shall, upon the written demand of Mortgagor, be refunded to Mortgagor, PROVIDED THAT no "Monetary Default" or "Non-Monetary Default" (hereafter defined) shall exist.

At such time as Indebtedness is paid in full, whether by reason of maturity or prepayment, as provided in Note, Mortgagee shall apply, as a credit against Indebtedness, all funds held by it pursuant to this Paragraph 4.

If, as a result of a Monetary Default or Non-Monetary Default, Mortgaged Premises are sold, foreclosed upon or otherwise acquired by Mortgagee, Mortgagee shall, concurrently with the commencement of proceedings for sale or foreclosure or at the time Mortgaged Premises are otherwise acquired, apply the balance of the funds deposited by Mortgagor pursuant hereto as a credit against such part of Indebtedness as Mortgagee may select.

5. PAYMENT OF TAXES AND OTHER IMPOSITIONS: Mortgagor shall promptly pay, when due and payable, all taxes and assessments (general and special), water and sewer charges, public impositions, levies, dues and other charges, of whatsoever nature (collectively "Impositions"), which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against Mortgaged Premises, or any part thereof, PROVIDED THAT if Mortgagor is making the deposits required pursuant to Paragraph 4, the same shall be made available to Mortgagor for the payment of Impositions.

6. INSURANCE POLICIES, PAYMENT AND APPLICATION OF PROCEEDS AND SETTLEMENT OF CLAIMS: Until such time as Indebtedness shall have been paid in full, Mortgagor shall keep Mortgaged Premises continuously insured against Casualty by policies of insurance hereafter set forth, in such amounts and for such periods as may, from time to time, be reasonably required by Mortgagee ("Insurance Policies"), which Insurance Policies and all renewals thereof shall:

a). be written with companies licensed to do business in the State of Illinois, having a Best's "General Policy Holder Rating" of A+ or better and a financial rating class of XII or better or otherwise reasonably acceptable to Mortgagee and i). if written by a mutual company, the insurance policy holder or its Mortgagee must not be assessable, ii). the risk of any one (1) company shall not exceed ten per cent (10%) of the issuer's policyholders' surplus (including capital), and iii). contain co-insurance in an amount acceptable to Mortgagee;

b). be written with companies and in amounts reasonably acceptable to Mortgagee, provide replacement coverage and otherwise be in form reasonably satisfactory to Mortgagee;

c). cite Mortgagee's interest in standard mortgage clauses effective as of the date of disbursement of Principal

Amount;

d). be maintained to and including Maturity Date, without cost to Mortgagee;

e). at the option of Mortgagee, certified copies thereof be delivered to Mortgagee as issued, together with evidence of payment of premiums therefor in full, not less than fifteen (15) days prior to the expiration of the previous Insurance Policies; and

f). contain a so-called "cut-through" endorsement, in the event that any part of the fire or other risks insured thereby is reinsured;

and the certified copy of Insurance Policies shall be held by Mortgagee until such time as Indebtedness is paid in full.

In the event of a sale of Mortgaged Premises pursuant to foreclosure hereof or other transfer of title thereto and the extinguishment of Indebtedness, complete title to Insurance Policies as they relate to Mortgaged Premises and renewals thereof, together with all prepaid or unearned premiums thereon, in the possession of Mortgagee shall pass to and vest in the purchaser or grantee of Mortgaged Premises. If any certified copy of renewal Insurance Policy is not delivered to Mortgagee within thirty (30) days prior to the expiration of any existing Insurance Policy, with evidence of premium paid, Mortgagee may obtain the required insurance on behalf of Mortgagor (or in favor of Mortgagee only) and pay the premiums therefor, in which event any monies so advanced shall be so much additional Indebtedness secured hereby and shall become immediately due and payable, with interest thereon at a percentage rate which is two per cent (2%) above Note Rate ("Default Rate"). Mortgagee shall not, by reason of acceptance, rejection, approval or obtaining Insurance Policies, incur any liability for payment of losses.

Without, in any way, limiting the generality of the foregoing, Mortgagor agrees to maintain the following Insurance Policies on Mortgaged Premises:

v). fire and extended coverage insurance with economic loss endorsement (including vandalism and malicious mischief) in the amount of FIFTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($15,750,000.00) or in a minimum amount equal to the full replacement cost of Mortgaged Premises , whichever is greater, and in any event in an amount great enough to prevent the application of any co-insurance provision written on a replacement cost basis or with a replacement cost endorsement and if, at any time, a dispute arises with respect to such replacement cost, Mortgagor shall provide, at its expense, an appraisal, prepared by an

insurance appraiser approved by Mortgagee, establishing the full replacement cost, in form and content satisfactory to the insurance carrier;

w). comprehensive general public liability and property damage insurance in the amount of TWO MILLION DOLLARS ($2,000,000.00) combined single limit (or such greater amount as Mortgagee may reasonably require) for claims arising by reason of any accident or occurrence in or upon Mortgaged Premises;

x). flood insurance, whenever, in the opinion of Mortgagee, such protection is necessary and is available;

y). rental insurance in an amount 1). sufficient to assure the payment of Impositions, premiums due on Insurance Policies, operating expenses attributable to Mortgaged Premises and "debt" service due and owing on Indebtedness, or 2). equal to the income generated from the operation of Mortgaged Premises for twelve (12) consecutive months, whichever is greater; and

z). such other insurance policies as may be reasonably required from time to time by Mortgagee, upon written notice to Mortgagor.

If any part or all of Insurance Policies or other insurance coverages is furnished by Occupancy Sub-Tenants, Mortgagor shall furnish to Mortgagee duplicate original insurance policies or, with the consent of Mortgagee, certificates evidencing such coverages, which shall be subject to the approval of Mortgagee. Insurance Policies shall be in form and content satisfactory to Mortgagee and, at the option of Mortgagee, contain mortgage clauses in favor of or name Mortgagee as an additional insured and provide for not less than thirty (30) days' prior written notice to Mortgagee in the event of cancellation or material modification thereof.

In the event of any loss sustained by Casualty for which Insurance Policies are in effect, Mortgagor may, with the consent of Mortgagee, settle, compromise and adjust any and all rights and claims pursuant to the provisions of Insurance Policies, PROVIDED THAT Proceeds shall be payable to Mortgagee. In the absence of such consent, Mortgagee is hereby authorized to settle, compromise and adjust such claims or rights and receive Proceeds.

In the event of an occurrence of any loss for which Insurance Policies are in effect and the Mortgagee reasonably estimates that the cost of the repair or restoration ("Repair or Restoration") of that part of the Mortgaged Premises so damaged or destroyed is TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) or more, Mortgagee may in its sole discretion apply Proceeds on account of Indebtedness or on account of the cost of Repair or Restoration.

Notwithstanding the right of the Mortgagee set forth in the immediately preceding sentence, the Mortgagee agrees that it will not unreasonably withhold its consent to the written application of the Mortgagor to apply the Proceeds to the cost of Repair or Restoration after the Repair or Restoration has been fully completed provided that no Monetary Default or Non-Monetary Default then exists and each of the following conditions have been satisfied: (i) the Mortgagor establishes to the reasonable satisfaction of the Mortgagee that Landlord is required to repair or restore the Building to a condition and design which is substantially similar to the condition and design of the Building immediately prior to the Casualty and confirms in writing that following such repair or restoration the Lease Agreement shall remain in full force and effect in accordance with its terms and conditions; (ii) the Mortgagee has received the written confirmation from Sub-Tenants occupying not less than eighty-five percent (85%) of the floor area situated in the Leased Premises which was covered by a Sub-Lease immediately prior to such Casualty that its respective Sub-Lease shall remain in full force and effect in accordance with the respective terms and conditions thereof following the Repair or Restoration; (iii) Mortgagor has established to the reasonable satisfaction of the Mortgagee that sufficient funds are available to Mortgagor to pay for the cost of Repair or Restoration in a manner which assures to the Mortgagee that no lien for services, labor and material furnished on account of Repair or Restoration has a priority to or is in parity with the lien of this Mortgage; (iv) at the time Repair or Restoration is fully completed more than six (6) months remain until the Maturity Date; (v) Mortgagor establishes to the reasonable satisfaction of the Mortgagee that the available rental and business interruption insurance proceeds which are payable by reason of the Casualty will be sufficient to pay the debt service due on the Indebtedness during the period of Repair or Restoration; and (vi) the Mortgagee shall receive reasonable evidence, satisfactory to it, confirming that: (y) the fair market value of the Mortgaged Premises immediately prior to the Casualty is equal to or greater than $16,450,000.00 and (z) the Net Income (as such term is defined in that certain "Guaranty Agreement" of even date herewith made by Charles W. Palmer and Erik Moskowitz for the benefit of Mortgagee) payable by the Sub-Tenants who or which has delivered the written confirmation referred in (ii) immediately above is (aa) equal to or greater than one hundred fifteen percent (115%) of the annual debt service due on the Indebtedness or (bb) equal to or greater than one hundred five percent (105%) (but less than one hundred fifteen (115%)) of the annual debt service due on Indebtedness and the general partners of Beneficiary have executed a guaranty agreement in form and substance identical to the Guaranty Agreement, which will remain in effect until the Net Income is equal to or greater than one hundred fifteen percent (115%) of the annual debt service due on Indebtedness.

In the event of a Casualty for which Insurance Policies are in effect and the Mortgagee shall estimate that the cost of Repair or Restoration is less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00), the Proceeds shall be applied on account of Repair or Restoration provided that no Monetary Default or Non-Monetary Default then exists and the conditions set forth in sub-paragraph no. (i) through (v) immediately above have been satisfied. Notwithstanding the foregoing, in the event the Casualty is less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), subparagraph (ii) immediately above shall be satisfied by obtaining written confirmation from Sub-Tenants occupying 80% of the floor space damaged by the Casualty.

Notwithstanding the availability of Proceeds for that purpose, that part of Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with architectural and engineering plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereover (collectively "Applicable Laws"), so as to be as similar, as is reasonably possible, to the condition which existed prior to such Casualty.

If Proceeds are to be applied on account of the cost of Repair or Restoration the same shall be deposited with an escrow agent reasonably acceptable to Mortgagee, which escrow agent may invest the same on behalf of Mortgagor in investments reasonably acceptable to Mortgagee. Proceeds plus any interest earned thereon shall be paid to Mortgagor upon final completion of Repair or Restoration and upon the delivery to Mortgagee of such architect's certificates, contractor's sworn statements, waivers of lien, title insurance policies or certifications and other evidences of cost and payments as Mortgagee may reasonably require and approve.

PROVIDED THAT Mortgagee has not accelerated the payment of Indebtedness as a result of a Monetary Default or a Non-Monetary Default prior to a casualty and if Mortgagee has the right and elects to apply Proceeds on account of Indebtedness, such application of Proceeds shall be free from payment of the prepayment premium specified in Note ("Prepayment Premium"). In addition, the Mortgagor shall have the right, within six (6) months following such election, to prepay the Indebtedness without Prepayment Penalty.

In the event of a reduction of Indebtedness by reason of an application of Proceeds, if Proceeds so applied were in excess of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), the monthly payments required pursuant to Note shall be revised to a new monthly payment which would fully amortize the then existing Principal Amount at Note Rate on a monthly basis over a period

which ends thirty (30) years after the first (1st) day of the first calendar month following disbursement of Principal Amount, Provided that such revision shall not affect Maturity Date set forth in Note. In the event of a reduction of Indebtedness by reason of an application of Proceeds, and if Proceeds so applied are ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) or less, the monthly payments required pursuant to the Note shall be reduced by one-twelfth (1/12) of the product of the amount of Proceeds so applied multiplied by the Note Rate (as such term is defined in the Note.

7. CONDEMNATION: In the event that:

a). Mortgaged Premises, or any part thereof, is taken by Condemnation, Mortgagee is hereby empowered to collect and receive Awards, which shall, at the election of Mortgagee, be applied to the payment of Indebtedness or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged ("Rebuilding or Restoration") ;

b). Mortgagee elects to permit the use of Awards for Rebuilding or Restoration, the same shall be deposited with an escrow agent reasonably acceptable to Mortgagee, which escrow agent may invest Awards on behalf of Mortgagor in investments reasonably acceptable to Mortgagee and Mortgaged Premises shall be so rebuilt or restored, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and Applicable Laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to Condemnation and all disbursements shall be paid in the same manner as provided in Paragraph 6 hereof with respect to a loss by Casualty;

c). Awards are insufficient to pay for all costs of Rebuilding or Restoration, Mortgagor shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement of Awards to it; or

d). Awards are in excess of Rebuilding or Restoration, any surplus Awards, following payment in full of all costs of Rebuilding or Restoration shall, at the option of Mortgagee, either be applied on account of Indebtedness or paid to Mortgagor.

In the event that Mortgagee has the right and elects to apply Awards on account of Indebtedness, such application of Awards shall be free from Prepayment Premium, PROVIDED THAT Mortgagee has not accelerated the payment of Indebtedness as a result of a Monetary Default or Non-Monetary Default prior to the condemnation.

In the event of a reduction of Indebtedness by reason of the application of Awards, if Awards so applied are in excess of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), the monthly payments required pursuant to Note shall be revised to a new monthly payment which would fully amortize the then existing Principal Amount at Note Rate on a monthly basis over a period which ends thirty (30) years after the first (1st) day of the first calendar month following disbursement of Principal Amount, Provided that such revision shall not affect Maturity Date set forth in Note. In the event of a reduction of Indebtedness by reason of an application of Awards, and if Awards so applied is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) or less, the monthly payments required pursuant to the Note shall be reduced by one-twelfth (1/12) of the product of the amount of Awards so applied multiplied by the Note Rate (as such term is defined in the Note.

8. CASUALTY OR CONDEMNATION AFTER FORECLOSURE: In the event of Casualty or Condemnation following the institution of foreclosure proceedings, Proceeds or Awards, if not applied as specified in Paragraphs 6 and 7, shall be used to pay the amounts due in accordance with any decree of foreclosure which may be entered in any such proceedings and the balance, if any, shall either be paid to the owner of the equity redemption, if such owner shall be entitled to the same, or as the court may direct.

9. MORTGAGEE'S LIABILITY FOR COLLECTION OF PROCEEDS OR AWARDS: Mortgagee shall not be held responsible for any failure to collect Proceeds or Awards, regardless of the cause of such failure and:

a). the power and authority granted to Mortgagee to collect Proceeds or Awards is irrevocable and coupled with an interest and shall, in no way, affect the security of this Mortgage or the liability of Mortgagor for payment of Indebtedness; and

b). the entry of a decree of foreclosure of the lien hereof shall not affect or impair said power and authority.

10. USE, CARE OR WASTE: Mortgagor:

a). Shall constantly maintain and not diminish, in any respect, or materially alter Improvements (including landscaped and recreation areas) or materially change the use of Mortgaged Premises so long as Indebtedness, or any part thereof, remains unpaid and shall not erect any buildings or other improvements on Mortgaged Premises without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld or delayed and which consent shall be presumed for any Tenant Improvements required to be constructed by the terms of a Sub-Lease approved by Mortgagee). Without,

in any way, limiting the generality of the foregoing, Mortgagor shall:

i). not abandon Mortgaged Premises or do or suffer anything to be done which would depreciate or impair the value thereof or the security of this Mortgage;

ii). not remove or demolish any part of Improvements of a structural nature which would adversely affect the value of Mortgaged Premises;

iii). pay promptly all services, labor and material necessary and required to refurbish and renovate Improvements pursuant to contracts therefor;

iv). maintain, preserve and keep Mortgaged Premises in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear and tear, damage, obsolescence or destruction;

v). not make any changes, additions or alterations to Mortgaged Premises of a structural nature or which would adversely affect the value thereof, except as required by any applicable statute, law or ordinance of any governmental authority having jurisdiction over Mortgaged Premises and the intended use thereof, or as otherwise approved in writing by Mortgagee which approval shall not be unreasonably withheld;

vi). promptly commence and diligently pursue Repair or Restoration or Rebuilding or Restoration, as the case may be;

vii). not commit or permit to exist any waste of Mortgaged Premises; and

viii). operate Mortgaged Premises at all times in accordance with Applicable Laws, whether municipal, county, state or federal, including the compliance in full with any legislation and regulations in respect of the handicapped and environmental protection.

b). Represents to Mortgagee that:

i). to the best knowledge of Mortgagor after due and diligent inquiry, there are no materials, wastes or substances defined or classified as hazardous

or toxic or similarly described, under any applicable industrial standard or under any federal, state or municipal law, regulation or ordinance (collectively "Hazardous Substances") presently stored or located on Mortgaged Premises and no part of Mortgaged Premises is contaminated by any Hazardous Substance;

ii). any Hazardous Substance used by any person on Mortgaged Premises shall be used and stored only in accordance with all applicable legal and prudent industrial standards and requirements;

iii). Mortgaged Premises will not be used for the principal purpose of storing any Hazardous Substance and no such storage or use will be allowed which may cause or increase the likelihood of the release of any Hazardous Substance on Mortgaged Premises; and

iv). Mortgagor shall promptly notify Mortgagee as soon as it knows of or suspects that any Hazardous Substance has been released or that there is any threatened release on Mortgaged Premises, and it shall take such action, at its sole expense and with due diligence, as is necessary to ensure timely compliance with all legislative requirements.

which representations shall survive satisfaction of Indebtedness whether by payment or by foreclosure of the lien of this Mortgage or by acceptance of a deed conveying Mortgaged Premises to Mortgagee in lieu of foreclosure.

c). Shall, in addition to the indemnification specified in Paragraph 34 hereof, indemnify and hold Mortgagee harmless of and from all loss, cost (including reasonable attorneys' fees), liability and damage whatsoever incurred by Mortgagee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon Mortgaged Premises or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation (other than such costs, expenses, damages or liabilities arising solely as a result of the direct action of Mortgagee or arising out of acts occurring after Beneficiary ceases to have any interest in Mortgaged Premises) PROVIDED, HOWEVER, that to the extent Mortgagee is strictly liable pursuant to any such statute, Mortgagor's obligations to Mortgagee

pursuant to this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagee.

d). Shall comply with and cause Mortgaged Premises, and the use and condition thereof, to comply with Applicable Laws and with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to the operation of Mortgaged Premises as a "first-class" retail facility, land use and development, construction, access, water rights, noise and pollution) which are applicable to Mortgagor or have been granted for Mortgaged Premises, or the use thereof.

11. MORTGAGEE'S PERFORMANCE OF MORTGAGOR'S OBLIGATIONS: In the event of a default by Mortgagor in:

a). the prompt discharge of any lien or encumbrance;

b). defending the title to Mortgaged Premises;

c). the payment of any Imposition;

d). diligently and continuously pursuing Repair or Restoration or Rebuilding or Restoration, as the case may be;

e). the proper maintenance and preservation of Mortgaged Premises; or

f). the performance by Mortgagor of any obligation specified in Paragraph 10 above;

and said default is not cured to the satisfaction of Mortgagee or other satisfactory security is furnished to Mortgagee within thirty (30) days following written notice by Mortgagee to Mortgagor, or if Mortgagor shall fail to procure and maintain Insurance Policies, Mortgagee may, at its election and without further demand or notice, pay and discharge such lien or encumbrance, defend the title to Mortgaged Premises, pay such Impositions (plus any interest and penalties thereon), perform Rebuilding or Restoration or any obligation of Mortgagor specified in Paragraph 10 hereof, procure Insurance Policies and maintain and preserve Mortgaged Premises. All expenditures therefor, including attorneys' fees incurred by Mortgagee, shall forthwith become due and payable to Mortgagee, together with interest thereon at Default Rate, which shall be added to and become a part of Indebtedness and shall be secured by the lien of this Mortgage, all without prejudice to the

right of Mortgagee to declare Indebtedness immediately due and payable by reason of Mortgagor's default and breach of the terms, covenants, conditions and agreements herein contained. Mortgagee shall have the sole right of determination as to the validity of any lien, encumbrance or Imposition attributable to or assessed against Mortgaged Premises and payment thereof by Mortgagee shall establish its right to recover the amount so paid, with interest at Default Rate, subject to the provisions of Paragraph 12 following.

12. CONTEST OF LIENS OR ENCUMBRANCES: In the event Mortgagor desires to contest the validity of any lien, encumbrance or Imposition attributable to or assessed against Mortgaged Premises, it shall:

a). on or before fifteen (15) days prior to the due date thereof, notify Mortgagee, in writing, that it intends to so contest the same;

b). on or before the due date thereof, on demand, deposit with Mortgagee security (in form and content reasonably satisfactory to Mortgagee which may be in the form of non-funded title indemnities [if applicable in the context of the lien claim] provided by a title insurance company reasonably acceptable to Mortgagee) for the payment of the full amount of such lien, encumbrance or Imposition, or any balance thereof then remaining unpaid (or provide to Mortgagee such other indemnity as may be reasonably acceptable to it); and

c). from time to time, deposit additional security or indemnity, so that, at all times, adequate security or indemnity will be available for the payment of the full amount of the lien, encumbrance or Imposition remaining unpaid, together with all interest, penalties, costs and charges accrued or accumulated thereon.

If the foregoing deposits are made and Mortgagor continues, in good faith, to contest the validity of such lien, encumbrance or Imposition, by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale of Mortgaged Premises, or any part thereof, to satisfy the same, Mortgagor shall be under no obligation to pay such lien, encumbrance or Imposition until such time as the same has been decreed, by court order, to be a valid lien on Mortgaged Premises. Mortgagee shall have full power and authority to reduce any such security or indemnity to cash and apply the amount so received to the payment of any unpaid lien, encumbrance or Imposition to prevent the sale or forfeiture of Mortgaged Premises for non-payment of such lien, encumbrance or imposition, without liability on Mortgagee for any failure to apply the security or indemnity so deposited, unless Mortgagor, in writing, requests the application thereof to the payment of the

particular lien, encumbrance or Imposition for which such deposit was made. Any surplus deposit retained by Mortgagee, after the payment of the lien, encumbrance or Imposition for which the same was made, shall be repaid to Mortgagor, unless Monetary Default or Non-Monetary Default exists, in which event, such surplus shall be applied by Mortgagee to cure such default.

13. WAIVERS: To the full extent permitted by law, Mortgagor:

a). shall not, at any time, insist upon or plead or, in any manner whatsoever, claim, or take advantage of any stay, exemption or extension law or any so-called "Moratorium Law" (now or at any time hereafter in force) nor claim, take or insist upon any benefit or advantage of or from any law (now or hereafter in force) providing for the valuation or appraisement of Mortgaged Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained or to any decree, judgment or order of any court of competent jurisdiction or after such sale or sales, claim or exercise any rights pursuant to any statute now or hereafter in force to redeem Mortgaged Premises so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof;

b). hereby expressly waives any and all statutory rights of reinstatement or redemption, pursuant to Section 15-1601 of Chapter 110 of Ill. Rev. Stat., or any similar reinstatement or redemption rights now or hereafter available to Mortgagor, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor hereby that any and all such statutory rights of redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by Applicable Laws;

c). agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws has, have been or will have been made or enacted; and

d). for itself and all who or which claim by, through or under Mortgagor, waives any and all right to have Mortgaged Premises marshaled upon any foreclosure of

the lien hereof and agrees that any court having jurisdiction to foreclose the lien of this Mortgage may order Mortgaged Premises sold as an entirety.

14. UNPERMITTED TRANSFERS: For the purpose of protecting Mortgagee's security, keeping Mortgaged Premises free from subordinate financing liens and/or permitting Mortgagee to increase Note Rate and to collect assumption fees, Mortgagor agrees that, except as specifically permitted in Paragraph 15 following, any sale, installment sale, conveyance, assignment or other transfer of or grant of a security interest in and to all or any part of the:

a). legal and/or equitable title to Mortgaged Premises; or

b). beneficial interest of any trust which holds title to Mortgaged Premises;

c). stock of any corporate owner of Mortgaged Premises or any corporation which is the beneficiary of any trust which holds title to Mortgaged Premises;

d). partnership interests of the general partners of any partnership owning Mortgaged Premises or any partnership which is the beneficiary of any trust which holds title to Mortgaged Premises;

without the prior written consent of Mortgagee shall be deemed to be an unpermitted transfer (collectively "Unpermitted Transfers").

Notwithstanding the foregoing, Mortgagee may condition its consent to an Unpermitted Transfer upon the payment of a fee to Mortgagee and/or an increase in Note Rate, PROVIDED THAT a consent by Mortgagee to an Unpermitted Transfer or a waiver of a default by reason thereof, the same shall not constitute a consent to or waiver of any right, remedy or power accruing to Mortgagee by reason of any subsequent Unpermitted Transfer.

In the event of an Unpermitted Transfer, Mortgagee may declare Indebtedness immediately due and payable in full, together with the prepayment premium specified in Note, the date of the Unpermitted Transfer being deemed to be the date of the prepayment.

15. PERMITTED TRANSFERS: Provided there exists no Monetary Default or Non-Monetary Default, Mortgagee, for itself and its successors and assigns, agrees that, notwithstanding Unpermitted Transfers, the following transfers or assignments, upon written notice to Mortgagee, will be permitted without Mortgagee's prior written consent (collectively "Permitted Transfers"):

a). upon not less than forty-five (45) days prior written notice, on a single occasion (the right granted pursuant to this subparagraph 15 a). is not renewable

or itself transferable and shall be considered extinguished upon the completion of a transfer pursuant to this subparagraph 15 a). of Mortgaged Premises, Beneficial Interest, all or substantially all of the partnership interests in Beneficiary or other transfer intended to transfer substantially all of the ownership rights in Mortgaged Premises upon the following terms and conditions:

i). the terms of the sale and transfer satisfactory to Mortgagee, which approval shall not be unreasonably withheld or delayed;

ii). at the time Mortgagor makes its request, Mortgagor provides Mortgagee with a copy of the proposed sale agreement and, thereafter, such additional related information which Mortgagee may reasonably request;

iii). Mortgagee has approved the business reputation and net worth of the transferee (or the combined net worth of all general partners in the event the transferee is a partnership), which approval may include consideration of any guarantees and personal liability agreements required to be assumed by the transferee but shall not be unreasonably withheld or delayed;

(iv). Mortgagee has determined that the transferee is experienced, to Mortgagee's reasonable satisfaction, in the management, leasing and operation of property similar to Mortgaged Premises and Mortgagee has approved any prospective property management firm in the event the transferee is not intending to manage Mortgaged Premises, which approval shall not be unreasonably withheld or delayed.

Mortgagee shall use its best efforts to respond to a request for a transfer pursuant to this Paragraph 15 a). within forty-five (45) days of receipt of the request. The decision of Mortgagee pursuant to this Subparagraph 15 a). shall be based upon customary underwriting criteria and standards used by Mortgagee for loans in the amount of Principal Amount, secured by real estate similar to Mortgaged Premises and otherwise similar in circumstances. In the event of a transfer in accordance with this subparagraph 15 a)., Mortgagee shall condition its approval of the transferee and the transfer terms upon the payment of an administrative fee payable to Mortgagee, in an amount equal to one per cent (1%) of the balance of

Principal Amount existing at the time of the transfer;

Upon completion of the transfer, all guarantees given in connection with Indebtedness, if any, and all personal liability of Beneficiary and its partners, if any, pursuant to Note, Mortgagee or Other Loan Documents, shall be released by documents reasonably acceptable to Beneficiary and its counsel, Provided, However, such guarantees and personal liability shall not be released unless such instruments are replaced by guarantees and personal liability agreements executed by the approved transferee.

b). upon not less than forty-five (45) days prior written notice on a single occasion (the right granted pursuant to this subparagraph 15 b). is not renewable and shall be considered extinguished upon the completion of the "Subordinate Financing" pursuant to this subparagraph 15 b)), the execution of a mortgage or deed of trust subordinate to the lien of this Mortgage, assignment of beneficial interest of Mortgagor and other customary loan documents, to secure an indebtedness not to exceed the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) ("Subordinate Financing"), provided that:

i) the financial institution, documentation, form and terms of Subordinate Financing are reasonably satisfactory to Mortgagee and all such documentation and information as Mortgagee may reasonably require shall be submitted to Mortgagee contemporaneous with Mortgagor's request, (including but not limited to operating statements of Mortgaged Premises for the previous three (3) Loan Years, a proforma operating statement for the current Loan Year, a rent roll for Mortgaged Premises which includes a list of all Sub-Tenants together with a summary of such facts as square footage occupied, lease term, lease expiration date, annual rent, delinquent rent, and other pertinent information reasonably requested by Mortgagee, copies of all Sub-Leases together with a summary of all Sub-Leases and a copy of all appraisals and engineering reports submitted or to be submitted to the subordinate lender);

ii) prior to the execution of such mortgage or trust deed, the Mortgagor shall demonstrate to the satisfaction of Mortgagee that all anticipated revenues to be derived from the operation of Mortgaged Premises, as adjusted by Mortgagee's customary underwriting standards including adjustments for vacancies (even if none exist) and

reserves for structural maintenance not to exceed twenty cents ($.20) per square feet of gross floor area, ("Income") for the next succeeding twelve (12) calendar months exceeds the aggregate of;

x). all "Base Rent", "Additional Rent" (as such terms are defined in Lease Agreement) and any other payments required pursuant to Lease Agreement;

y). all anticipated real estate taxes, insurance premiums and all other expenses attributable to Mortgaged Premises; and

z). one hundred fifteen per cent (115%) of:

(i) the "debt" service on Subordinate Financing; and

(ii) the "debt" service on Indebtedness;

[x) y) and z) are herein collectively referred to as "Expenses"] for the next succeeding twelve (12) month period;

iii) the aggregate of Indebtedness and Subordinate Financing do not exceed an amount equal to eighty percent (80%) of the then current fair market value of Mortgaged Premises; and

iv) Mortgagor shall pay Mortgagee an administrative fee equal to Five Thousand Dollars ($5,000.00) together with all reasonable attorney's fees incurred by Mortgagee in connection with Subordinate Financing;

Mortgagee shall use its best efforts to approve Subordinate Financing within forty-five (45) days of receipt of written notice from Mortgagor.

c). transfers of general and limited partnership interests of Charles W. Palmer ("Palmer") and Erik Moskowitz ("Moskowitz") to each other.

d). transfers of the interests owned by Palmer and Moskowitz to their respective personal representatives or administrators of their estates or the their respective heirs or beneficiaries of their estates as a direct result of the death or legal incompetency of Palmer and Moskowitz; Provided, However, that in the event of the death of both Palmer and Moskowitz, the transfer of the interests of the latter of the two to

die shall be conditional upon the approval by Mortgagee of a substituted general partner of Beneficiary, which approval shall not be unreasonably withheld or delayed.

PROVIDED, HOWEVER, that i). prior to any Permitted Transfer, the proposed documents of transfer are submitted to Mortgagee and, within ten (10) business days following such transfer, copies of the executed documents of transfer are delivered to Mortgagee, and ii). Permitted Transfers are not intended to circumvent Unpermitted Transfers.

16. PROHIBITION AGAINST SUBMITTING MORTGAGED PREMISES TO CONDOMINIUM PROPERTY ACT: Mortgagor shall not, without the prior written consent of Mortgagee, submit Mortgaged Premises to the Condominium Property Act of the State of Illinois or to any similar act or statute or otherwise permit cooperative ownership or the further subdivision thereof.

17. DEFAULT: If Mortgagor shall default in the punctual payment of any part of Indebtedness when due pursuant to Note, this Mortgage or Other Loan Documents and such default shall continue for ten (10) days ("Monetary Default"), or in the event that:

a). Mortgagor shall default in the performance of any of the terms, agreements, covenants or conditions contained herein or in Commitment or Other Loan Documents (other than a Monetary Default), and such default shall continue for fifteen (15) days following written notice to Mortgagor (PROVIDED THAT in the event of a default which is not capable of being cured within said fifteen (15) day period, the same shall not be considered a default if Mortgagor shall, within said fifteen (15) day period, initiate and diligently pursue a course of action necessary and required to cure the same but, in all events, such default must be cured within ninety (90) days following the occurrence thereof);

b). Mortgagor shall file a petition in voluntary bankruptcy or pursuant to any provision of the Federal Bankruptcy Act or similar state or federal law, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts;

c). Mortgagor shall be adjudicated a bankrupt or a trustee or receiver shall be appointed for Mortgagor for all or the major part of its property, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of Mortgagor, in any involuntary proceeding, for the reorganization, dissolution, liquidation or winding up of Mortgagor and such trustee or receiver shall not be discharged or

such jurisdiction relinquished, vacated or stayed within sixty (60) days thereafter;

d). Mortgagor shall make an assignment for the benefit of creditors or shall admit, in writing, its inability to pay its debts generally as the same become due or shall consent to the appointment of a receiver, trustee or liquidator of all or the major part of its property;

e). Mortgagor or Beneficiary shall default in the performance of any obligation contained in any document evidencing any indebtedness due and owing to Mortgagee, which is secured by any part or all of Mortgaged Premises, and such default is not cured within the time permitted pursuant thereto;

f). an Unpermitted Transfer shall occur; or,

g). Mortgagor shall, as tenant of Lease Agreement, default in any term and condition of Lease Agreement and not cure the same within the applicable grace period ("Lease Default").

[a). through g). collectively "Non-Monetary Defaults"], then, or at any time thereafter during the continuance of a Monetary Default or Non-Monetary Default, Indebtedness shall, at the sole election of Mortgagee and without further notice, demand or presentment, bear interest at Default Rate and become immediately due and payable in full, anything contained herein or in Note, Commitment or Other Loan Documents to the contrary notwithstanding.

Upon acceleration of the payment of Indebtedness, Mortgagee shall be entitled to collect and Mortgagor shall pay Prepayment Premium, the date of such Monetary Default or Non-Monetary Default being deemed to be the date of prepayment.

18. REMEDIES NOT EXCLUSIVE: No remedy or right of Mortgagee hereunder or pursuant to Note, Commitment or Other Loan Documents or otherwise available under applicable law, shall be exclusive of any other remedy or right but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity pursuant thereto. No delay in the exercise of or omission to exercise any remedy or right accruing by reason of a Monetary Default or a Non-Monetary Default shall impair any such remedy or right or be construed to be a waiver of any such default or an acquiescence therein nor shall the same affect any subsequent Monetary Default or Non-Monetary Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor and all rights, powers and remedies of Mortgagee expressed herein shall be in addition to and not in limitation of those provided by law, this

Mortgage and Other Loan Documents.

19. REMEDIES: Upon the occurrence of a Monetary Default or a Non-Monetary Default, Mortgagee shall have the right to immediately foreclose this Mortgage. Upon the filing of any complaint by reason thereof, the court in which the same is filed may:

a). upon application of Mortgagee or at any time thereafter;

b). either before or after foreclosure sale and with notice to Mortgagor or to any party claiming under Mortgagor;

c). without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of Indebtedness, or any part thereof;

d). without regard to the then value of Mortgaged Premises or whether the same shall then be occupied in whole or in part, as a homestead by the owner of the equity of redemption; and

e). without requiring any bond from the complainant in such proceedings;

appoint a receiver for the benefit of Mortgagee, with power to take possession, charge and control of Mortgaged Premises, to lease the same, keep Mortgaged Premises insured and in good repair and collect all rentals during the pendency of such foreclosure suit and, in the event of foreclosure sale and a deficiency in the proceeds received therefrom, during any period of redemption. The court may, from time to time, authorize such receiver to apply the net amounts remaining in his possession, after deducting reasonable compensation for himself and his counsel to be allowed by the court, in payment (in whole or in part) of any part or all of Indebtedness, including, without limitation, the following, in such order of application as Mortgagee may elect: i). to the payment of Indebtedness, ii). to any amount due upon any decree entered in any suit foreclosing this Mortgage, iii). to costs and expenses of foreclosure and litigation upon Mortgaged Premises, iv). to the payment of premiums due on Insurance Policies or costs of Repair or Restoration, Rebuilding or Restoration, Impositions (and any interest, penalties and costs thereon) or any other lien or charge upon Mortgaged Premises which may be or become superior to the lien of this Mortgage or of any decree foreclosing the same, and v). to the payment of all sums advanced by Mortgagee to cure or attempt to cure any Monetary Default or Non-Monetary Default, to protect the security provided herein and in Note, Commitment and Other Loan Documents, with interest on such advances at Default Rate.

Any overplus of the proceeds of foreclosure sale shall then be paid to Mortgagor. This Mortgage may be foreclosed at any one time

against all or successively against any part or parts of Mortgaged Premises, as Mortgagee may elect and this Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure or by one or any sale and may be foreclosed successively and in parts until all of Mortgaged Premises shall have been foreclosed and sold. In the event of any foreclosure of Mortgaged Premises (or commencement of or preparation for the same) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security, including reasonable costs, attorneys' fees, stenographers' fees, costs of advertising, title charges and other costs and expenses shall be paid by Mortgagor.

It is further agreed that in the event of a Monetary Default or Non-Monetary Default as an alternative to the right of foreclosure for the full secured Indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said Indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured Indebtedness due (such proceeding being hereinafter referred to as a "Partial Foreclosure"), and provided that if foreclosure sale is made by reason of a Monetary Default of a part of Indebtedness such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured Indebtedness; and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the secured Indebtedness, but as to such unmatured part this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale has been made under the provisions of this paragraph. Notwithstanding the filing of any Partial Foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such Partial Foreclosure and to accelerate the secure Indebtedness by reason of any Monetary Default or Non-Monetary Default upon which such Partial Foreclosure was predicted or by reason of any other Monetary or Non-Monetary Default and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to Partial Foreclosures without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the secured Indebtedness, it being the purpose to provide for a Partial Foreclosure sale of the secured Indebtedness for any mature portion of the secured Indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such Partial Foreclosure for any other.

20. <u>POSSESSORY RIGHTS OF MORTGAGEE</u>: Upon the occurrence of a Monetary Default or a Non-Monetary Default, whether before or after the institution of legal proceedings to foreclose the lien of this Mortgage or any sale thereunder, Mortgagee shall be entitled, in its sole discretion, to perform any of the following:

a). enter and take actual possession of Mortgaged Premises, Sub-Leases and the rents payable pursuant thereto, personally or by its agents or attorneys and excluding Mortgagor therefrom;

b). with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto;

c). as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and pursuant to the powers herein granted, hold, operate, manage and control Mortgaged Premises and Sub-Leases and collect all rentals payable pursuant thereto and conduct the business, if any, thereof, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as, in its discretion, may be deemed proper or necessary to enforce the terms and conditions of Sub-Leases and the rentals payable pursuant thereto (including actions for the recovery of rents, actions in forcible detainer and actions in distress of rent);

d). cancel or terminate any Lease or Sub-Lease for any cause or for any reason which would entitle Mortgagor to cancel the same;

e). elect to disaffirm any Lease or Sub-Lease made subsequent hereto or subordinated to the lien hereof;

f). make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to Mortgaged Premises which, in Mortgagee's sole discretion, may seem appropriate;

g). insure and re-insure Mortgaged Premises against all risks incidental to Mortgagee's possession, operation and management thereof; and

h). perform such other acts in connection with the management and operation of Mortgaged Premises as Mortgagee, in its sole discretion, may deem proper;

i). pay Base Rent or Additional Rent to Landlord and perform any act permitted pursuant to or required by Lease Agreement;

Mortgagor hereby granting full power and authority to Mortgagee to exercise each and every of the rights, privileges and powers contained herein at any and all times following the occurrence of a

Monetary Default or a Non-Monetary Default, without notice to Mortgagor.

Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rentals collected by it to the payment or on account of the following, in such order as it may determine: i). Base Rent, Additional Rent and other payments required pursuant to Lease Agreement; ii). operating expenses of Mortgaged Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring Occupancy Sub-Tenants and entering into Sub-Leases), established claims for damages, if any, and premiums on Insurance Policies, iii). Impositions, costs of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of Mortgaged Premises, including the cost, from time to time, of installing, replacing or repairing Mortgaged Premises and of placing Mortgaged Premises in such condition as will, in the judgment of Mortgagee, make the same readily rentable, and iv). Indebtedness, or any part thereof.

21. OTHER REMEDIES: In the event of a Monetary Default or a Non-Monetary Default, Mortgagee may exercise, from time to time, any rights and remedies available to it pursuant to applicable law. Mortgagor shall, promptly upon request by Mortgagee, assemble Personal Property and make the same available to Mortgagee at such place or places reasonably convenient for Mortgagee and Mortgagor, as Mortgagee shall designate. Any notification required by law of intended disposition by Mortgagor of any part of Mortgaged Premises shall be deemed reasonably and properly given if served as herein provided at least five (5) days prior to such disposition. Without limiting the foregoing, whenever a default is existing, Mortgagee may, with respect to Personal Property, without further notice, advertisement, hearing, or process of law of any kind:

a). notify any person obligated on Personal Property to perform, directly for Mortgagee, its obligations thereunder;

b). enforce collection of any part of Personal Property by suit or otherwise and surrender, release or exchange all or any part thereof or compromise, extend or renew, for any period (whether or not in excess of the original period), any obligations of any nature of any party with respect thereto;

c). endorse any checks, drafts or other writings in the name of Mortgagor to permit collection of Personal Property and control of any proceeds thereof;

d). enter upon any part of Mortgaged Premises where Personal Property may be located and take possession of and remove the same;

e). sell any part or all of Personal Property free of all rights and claims of Mortgagor therein and thereto, at any public or private sale; and

f). bid for and purchase any part or all of Personal Property at any such sale.

Any proceeds of any disposition by Mortgagee of any part of Personal Property may be applied by Mortgagee to the payment of expenses incurred in connection therewith, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by Mortgagee in the payment of such part of Indebtedness and in such order of application as Mortgagee may, from time to time, elect. Mortgagee may exercise, from time to time, any rights and remedies available to it pursuant to the Uniform Commercial Code, other applicable laws in effect from time to time or otherwise available to it by reason of any applicable law. Mortgagor hereby expressly waives presentment, demand, notice of dishonor and protest in connection with Indebtedness and, to the fullest extent permitted by applicable law, any and all other notices, advertisements, hearings or process of law in connection with the exercise by Mortgagee of any of its rights and remedies hereunder.

Mortgagor hereby constitutes Mortgagee its attorney-in-fact, with full power of substitution, to take possession of Personal Property upon the occurrence of any default hereunder, as Mortgagee, in its sole discretion (reasonably exercised) deems necessary or proper, to execute and deliver all instruments required by Mortgagor to accomplish the disposition of Personal Property, or any part thereof, which power of attorney is a power coupled with an interest, irrevocable until such time as Indebtedness is paid in full.

22. NON-LIABILITY OF MORTGAGEE: Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor pursuant to Sub-Leases or otherwise and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur pursuant thereto or by reason of its exercise of its rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants or agreements with respect to Mortgaged Premises. Mortgagee shall not have responsibility for the control, care, management or repair of Mortgaged Premises nor shall Mortgagee be

responsible or liable for any negligence in the management, operation, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any Occupancy Tenant, licensee, employee or stranger upon Mortgaged Premises. No liability shall be enforced or asserted against Mortgagee in the exercise of the powers herein granted to it and Mortgagor expressly waives and releases any such liability. In the event Mortgagee incurs any such liability, loss or damage pursuant hereto and to any Sub-Lease or in the defense of any claim or demand, Mortgagor agrees to reimburse Mortgagee, immediately upon demand, for the amount thereof, including costs, expenses and reasonable attorneys' fees.

23. USURY: Mortgagor represents and agrees that Loan will be used for business purposes and this Mortgage is exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

24. CHANGE OF LAW: In the event of the enactment, following the date hereof, of any law in the State of Illinois deducting from the value of Mortgaged Premises, for the purpose of taxation, the amount of any lien, encumbrance or Imposition or imposing upon Mortgagee the payment of the whole or any part thereof or changing, in any way, the laws relating to the taxation of mortgages or debts secured by mortgages or the manner of collection of liens, encumbrances or Impositions, so as to affect this Mortgage, Indebtedness or Mortgagee, Mortgagor shall, in any such event, upon demand by Mortgagee, pay such liens, encumbrances or Impositions or reimburse Mortgagee therefor; PROVIDED, HOWEVER, that if, in the opinion of counsel for Mortgagee, it may be unlawful to require Mortgagor to make such payment or the making of such payment may result in the payment of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare Indebtedness and all interest due and owing thereon to be and become due and payable within six (6) months from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any part of Mortgagee's federal or state income tax.

25. COMPLIANCE WITH AGREEMENTS: Mortgagor shall pay promptly and keep, observe, perform and comply with all covenants, terms and provisions of operating agreements, Sub-Leases, instruments and documents relating to Mortgaged Premises or evidencing or securing any indebtedness secured thereby and shall observe all covenants, conditions and restrictions affecting the same.

26. ASSIGNMENT OF SUB-LEASES, RENTS AND PROFITS: To further secure Indebtedness and the performance of all of the terms, covenants, conditions and agreements contained herein and in Note, Commitment and Other Loan Documents, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and

interest in and to Sub-Leases and all rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of Mortgaged Premises, as provided in Paragraph 20 hereof), to rent, lease or let all or any part of Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Sub-Lease, written or oral, or other tenancy existing or which hereafter exist on Mortgaged Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon a taking of possession pursuant to the provisions of Paragraph 20 hereof. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any part of Mortgaged Premises for more than one (1) installment in advance and that the payment of no part of the rents to accrue for any part of Mortgaged Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of set-off against any person in possession of any part of Mortgaged Premises and agrees that it will not assign any of the rents or profits from Mortgaged Premises except with the consent of Mortgagee and except in connection with a Permitted Transfer.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of Mortgaged Premises by Mortgagee pursuant to Paragraph 20 hereof. In the exercise of the powers granted herein to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agrees to assign and transfer Sub-Leases to Mortgagee and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in Mortgaged Premises as Mortgagee shall, from time to time, require. Although it is the intention of Mortgagor and Mortgagee that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it pursuant hereto until a Monetary Default or a Non-Monetary Default shall exist. Within thirty (30) days following Mortgagee's written request therefor, Mortgagor will furnish to Mortgagee executed copies of Sub-Leases, which shall be in form and content satisfactory to Mortgagee. In the event that Mortgagee requires the same, Mortgagor shall execute and record a separate Collateral Assignment of Rents or separate Assignment of Sub-Leases, in form and content satisfactory to Mortgagee, and the terms and provisions

of said Assignments shall control in the event of a conflict between the terms hereof and the terms thereof.

27. SECURITY AGREEMENT: Mortgagor and Mortgagee agree that:

a). this Mortgage shall constitute a security agreement within the meaning of the Illinois Uniform Commercial Code ("Code") with respect to any and all sums at any time on deposit for the benefit of or held by Mortgagee (whether deposited by or on behalf of Mortgagor or others) pursuant to any provision of this Mortgage, Note, Commitment or Other Loan Documents and any personal property included in the granting clauses of this Mortgage, which may not be deemed to be affixed to Mortgaged Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of Code) and all replacements thereof, substitutions therefor, additions thereto and the proceeds thereof (collectively "Collateral");

b). a security interest in and to Collateral is hereby granted to Mortgagee;

c). Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee to secure the payment of Indebtedness;

d). all of the terms, provisions, conditions and agreements contained herein shall pertain and apply to Collateral as fully and to the same extent as the same apply to any other property comprising Mortgaged Premises; and

e). the following provisions shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

i). Mortgagor (being the "Debtor", as such term is defined in Code) is and will be the true and lawful owner of Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee only, liens and encumbrances, if any, expressly permitted pursuant hereto and to Note, Commitment and Other Loan Documents and except for liens and encumbrances specifically disclosed by Mortgagor to Mortgagee in a certain "Certificate Scheduling Existing Security Interests" executed by Beneficiary of even date herewith which existing Security Interests Mortgagee has agreed to permit to exist;

ii). Collateral shall be used by Mortgagor solely for

business purposes;

iii). Collateral shall be kept at Mortgaged Premises and, except for obsolete Collateral, will not be removed therefrom without the prior consent of Mortgagee except when replaced by Collateral purchased by Mortgagee in substitution therefor and having equal utility and quality;

iv). no financing statement (other than financing statements indicating Mortgagee as the sole "Secured Party" (as such term is defined in Code) or except as permitted in writing by Mortgagee or with respect to liens or encumbrances, if any, expressly permitted pursuant hereto and to Note, Commitment and Other Loan Documents) applicable to any part of Collateral or any proceeds thereof is on file in any public office;

v). Mortgagor shall, upon demand and at its sole cost and expense, furnish to Mortgagee such further information, execute and deliver such financing statements and other documents (in form satisfactory to Mortgagee) and do all such acts and things as Mortgagee may, at any time or from time to time, request or as may be necessary or appropriate to establish and maintain a perfected security interest in Collateral as security for Indebtedness, free and clear of all liens or encumbrances other than liens or encumbrances benefitting Mortgagee only and liens and encumbrances, if any, expressly permitted hereby or pursuant to Note, Commitment or Other Loan Documents and Mortgagor will pay the cost of filing or recording this instrument and such financing statements or other documents in all public offices wherever filing or recording is deemed necessary or desirable by Mortgagee;

vi). in the event of the occurrence of a Monetary Default or a Non-Monetary Default, Mortgagee:

t). shall have the remedies of a Secured Party pursuant to Code, including, without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof and, for that purpose, may, insofar as Mortgagor can give authority therefor, with or without judicial process, enter (if the same can be done without breach of the peace) upon any place in which Collateral, or any part thereof, may be situated

and remove the same therefrom (provided that if Collateral is affixed to real estate, such removal shall be subject to the conditions stated in Code);

u). shall be entitled to hold, maintain, preserve and prepare Collateral for sale (until disposed of) or may propose to retain the same subject to Mortgagor's right of redemption, in satisfaction of Mortgagor's obligations, as provided in Code;

v). may render Collateral unusable without removal and may dispose of the same on Mortgaged Premises;

w). may require Mortgagor to assemble Collateral and make the same available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both Mortgagee and Mortgagor;

x). will furnish to Mortgagor not less than twenty (20) days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition thereof is made and the requirements of reasonable notice shall be met if such notice is mailed by certified United States mail (or equivalent), postage prepaid, to the address of Mortgagor hereafter set forth;

y). may purchase, at any public sale and, if Collateral is of a type customarily sold in a recognized market or the subject of widely distributed standard price quotations, Mortgagee may purchase Collateral at private sale, which sale may be held as a part of and in conjunction with any foreclosure sale of Mortgaged Premises and Collateral and Mortgaged Premises may be sold as one lot, if Mortgagee so elects, and the net proceeds realized upon any such disposition, after deduction for the expenses of re-taking, holding, preparing for sale, selling or the like, and reasonable attorneys' fees and legal expenses incurred by Mortgagee shall be applied against Indebtedness in such order or manner as Mortgagee shall select; and

z). will account to Mortgagor for any surplus realized on such disposition.

vii). the terms and provisions contained in this Paragraph 27 shall, unless the context otherwise requires, have the meanings contained and be construed as provided in Code;

viii). this Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of Code with respect to Collateral and the goods described herein, which are or may become fixtures relating to Mortgaged Premises; and

x). the addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereafter set forth;

y). this Mortgage shall be recorded with the Recorder of Deeds of Cook County, Illinois; and

z). Mortgagor is the record owner of Mortgaged Premises; and

ix). to the extent permitted by applicable law, the security interest established hereby is specifically intended to cover and include all of the right, title and interest of Mortgagor, as landlord, in and to Sub-Leases, including all extended terms and extensions and renewals thereof, together with any amendments to or replacements thereof and all right, title and interest of Mortgagor, as landlord thereunder, including, without limitation, the present and continuing right to:

x). make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, profits and monies payable as damages or, in lieu of the rents and moneys payable, as the purchase price of Mortgaged Premises, or any part thereof or of awards or claims of money and other sums of money payable or receivable thereunder, howsoever payable;

y). bring actions and proceedings thereunder or for the enforcement thereof; and

z). do any and all things which Mortgagor or any landlord is or may become entitled to do pursuant to Sub-Leases.

28. EXECUTION OF SEPARATE SECURITY AGREEMENT AND FINANCING STATEMENT: In addition to this Mortgage being deemed a security agreement, Mortgagor shall, upon the written request of Mortgagee, as additional security for the payment of Indebtedness and the performance of all of the terms, covenants, conditions and agreements set forth herein and in Note, Commitment and Other Loan Documents, execute and deliver to Mortgagee a security agreement, granting to Mortgagee a security interest in and to Collateral, all right, title and interest of Mortgagor, as landlord, in and to Sub-Leases and all rents, issues and profits due or which may hereafter become due and payable pursuant to the terms and provisions thereof; and, further, execute and deliver Financing Statements pursuant to the Uniform Commercial Code, State of Illinois. Mortgagor agrees, from time to time, to execute such additional Security Agreements and Financing Statements as may be necessary to vest in Mortgagee a security interest in and to Collateral and Sub-Leases until Indebtedness is paid in full.

29. OPERATING STATEMENTS: Within ninety (90) days following the close of each fiscal year applicable to the operation of Mortgaged Premises, Mortgagee shall be furnished with annual operating statements (which shall include a detailed statement of income and expenses and supporting schedules) applicable to the operation of Mortgaged Premises and a rent roll identifying each tenant, the square footage of each leased premises, the current rent, (identified as gross, semi-gross or net) lease expiration dates, rental concessions and options, if any, (all of which shall be certified by the general partners of Beneficiary). In the event Mortgagee has reasonable cause to question the accuracy of such statements, Mortgagee may require Mortgagor to provide, at Mortgagor's expense, certified operating statements prepared by an independent certified public accountant satisfactory to Mortgagee. Mortgagee shall have the right, upon five (5) days' prior written notice, to inspect and make copies of the books, records and income tax returns of Beneficiary with respect to Mortgaged Premises, for the purpose of verifying any such statement.

30. PAYMENT AND PERFORMANCE BY MORTGAGEE: In the event that Mortgagor shall fail to pay or perform any of its obligations contained herein and in Note, Commitment and Other Loan Documents (including the payment of expenses of foreclosure and court costs), Mortgagee may, but need not, following the expiration of any applicable grace period provided therein, pay or perform (or cause to be paid or performed) any obligation of Mortgagor pursuant thereto, in any form and manner deemed reasonably expedient by Mortgagee, as agent or attorney-in-fact of Mortgagor, and any amount so paid or expended (plus reasonable compensation to Mortgagee for its out-of-pocket and other expenses for each matter for which it acts hereunder), with interest thereon at Default Rate, shall be and become a part of Indebtedness and shall be paid to Mortgagee upon demand. By way of illustration and not in limita-

tion of the foregoing, Mortgagee may, but need not:

a). collect rentals due and owing pursuant to Sub-Leases and prosecute the collection of Collateral or the proceeds thereof;

b). purchase, discharge, compromise or settle any Imposition, lien or any other lien, encumbrance, suit, proceeding, title or claim thereof;

c). redeem from any tax sale or forfeiture affecting Mortgaged Premises or contest any Imposition; and

d). perform any act or deed reasonably necessary and required to protect the value of Mortgaged Premises and the security given for Indebtedness.

In making any payment or securing any performance relating to any obligation of Mortgagor hereunder, Mortgagee, so long as it acts in good faith, shall have the sole discretion as to the legality, validity and amount of any lien, encumbrance or Imposition and of all other matters necessary to be determined in satisfaction thereof. No such action of Mortgagee shall be considered a waiver of any right accruing to it on account of the occurrence of any default by Mortgagor pursuant hereto or to Note, Commitment or Other Loan Documents.

31. RELEASE: Upon payment in full of Indebtedness, at the time and in the manner herein provided, this conveyance shall be null and void and, upon demand therefor following such payment, an appropriate instrument of reconveyance or release shall, in due course, be made by Mortgagee to Mortgagor, at Mortgagor's expense.

32. MORTGAGOR'S CONTINUING LIABILITY: This Mortgage is intended only as security for Indebtedness and the performance of the terms, covenants, conditions and agreements contained herein and in Note, Commitment and Other Loan Documents. Mortgagor shall be and remain liable to perform all of the obligations assumed by it pursuant hereto and Mortgagee shall have no obligation or liability by reason of or arising out of this Mortgage and shall not be required or obligated, in any manner, to perform or fulfill any of the obligations of Mortgagor pursuant hereto, anything contained herein or in Note, Commitment and Other Loan Documents to the contrary notwithstanding.

33. INSPECTIONS: Subject to the rights of Sub-Tenants, Mortgagee, by any authorized agent or employee and for the protection of its interest in Mortgaged Premises, upon reasonable prior notification is hereby authorized and empowered to enter in and upon Mortgaged Premises at any and all reasonable times, for the purpose of inspecting the same and ascertaining the condition thereof.

34. INDEMNIFICATION: Mortgagor shall indemnify Mortgagee from all losses, damages and expenses, including reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage.

35. LATE CHARGE: In addition to the payment of Indebtedness, Mortgagee shall have the right to demand and Mortgagor shall pay a late charge equal to FOUR CENTS ($.04) for each ONE DOLLAR ($1.00) of payments due and owing on account of Indebtedness not made within ten (10) days following the respective due dates thereof.

36. CORRECTIVE DOCUMENTS: Mortgagor shall, at the request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment hereof or in any other instrument executed in connection herewith or in the execution or acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by Mortgagee to correct such defect, error or omission.

37. CONSENT OR APPROVAL: The consent by Mortgagee in any single instance shall not be deemed or construed to be Mortgagee's consent in any like matter arising at a subsequent date and the failure of Mortgagee to promptly exercise any right, power, remedy or consent provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Mortgagee be estopped from exercising such right, power, remedy or consent at a later date. Any consent or approval required of and granted by Mortgagee pursuant hereto shall:

a). be narrowly construed to be applicable only to Mortgagor and the facts identified in such consent or approval and no third party shall claim any benefit by reason thereof; and

b). not be deemed to constitute Mortgagee a venturer or partner with Mortgagor or Beneficiary whatsoever nor shall privity of contract be presumed to have been established with any such third party.

If, to consider a request by Mortgagor or Beneficiary, it is necessary, in the sole discretion of Mortgagee, to retain the assistance of any person, firm or corporation (e.g. attorneys, appraisers, engineers, surveyors, etc.), Mortgagor or Beneficiary shall reimburse Mortgagee for all reasonable costs incurred in connection with the employment of such parties.

38. GOVERNING LAW: This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of

Illinois, without regard to its conflict of law principles. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; PROVIDED, HOWEVER, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder hereof or the remaining provisions of this Mortgage.

39. TIME OF THE ESSENCE: It is specifically agreed that time is of the essence of this Mortgage and that a waiver of the options or obligations secured hereby shall not, at any time thereafter, be held to be abandonment of such rights. Notice of the exercise of any option granted to Mortgagee pursuant hereto or to Note, Commitment or Other Loan Documents is not required to be given.

40. NOTICES: Any notice, consent or other communication to be served hereunder or pursuant to Note, Commitment or Other Loan Documents shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof) or by United States certified or registered mail, postage prepaid (which shall be deemed received upon receipt or refusal thereof), to Mortgagor, Mortgagee and the parties to whom copies of notices, consents or other communications are to be mailed at the addresses set forth below or to such other address as Mortgagor, Mortgagee or such other parties may direct in writing:

> if to Mortgagor, at Boulevard Bank, N.A., 410 North Michigan Avenue, Chicago, Illinois 60611, Attn: Land Trust Department, with copies thereof to Beneficiary at c/o The Palmer Group, Ltd., 225 West Wacker Drive, Chicago, Illinois 60606, Attention: Controller; and
>
> If to Mortgagee, at 140 Garden Street, Hartford, Connecticut 66154.

41. CAPTIONS: The headings or captions of the paragraphs or subparagraphs hereof are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms of this Mortgage.

42. BENEFIT: All grants, conditions and provisions hereof shall apply, extend to and be binding upon Mortgagor and all persons claiming any interest in Mortgaged Premises by, through or under Mortgagor, and shall inure to the benefit of Mortgagee, its successors and assigns.

43. OTHER LEASE REQUIREMENTS; LEASE DEFAULTS: Prior to the execution of Sub-Leases of net rentable area situated within Leased Premises, drafts thereof shall be submitted to Mortgagee for its timely review and approval and Mortgagee shall use its

reasonable efforts to respond within ten (10) business days following receipt of each such draft. Mortgagor and Beneficiary shall promptly notify Mortgagee in the event of the termination of Sub-Leases and of the execution of Sub-Leases of net rentable area situated within Leased Premises. In the event that Mortgagor or Beneficiary shall default in the performance of any obligation required of it or them pursuant to any Sub-Lease of net rentable area situated within Leased Premises, which results in the termination of such Sub-Lease, or in the event of any default in by Mortgagor in any agreement applicable to the operation of Mortgaged Premises, the result of which is to impair the value of any Sub-Lease or Mortgaged Premises, the same shall be deemed to be a Non-Monetary Default.

Notwithstanding anything in this paragraph 43 to the contrary at any time following the release of that certain Guaranty Agreement of even date herewith made by Charles W. Palmer and Erik Moskowitz in favor of Mortgagee and the "Deposit" (as such term is defined in certain Tenant Improvements Deposit Agreement of even date by and among Mortgagor, Beneficiary and Mortgagee) has been fully funded, Mortgagor may enter into Future Leases without the prior review and approval of Mortgagee provided that no Monetary Default or Non-Monetary Default shall then exist and further provided that:

a). the floor area covered by such Sub-Lease is not more than 1,500 square feet;

b). the term of the applicable Sub-Lease shall be not less than three years and not more than ten years;

c). the minimum base rent payable under each such Sub-Lease shall be not less than $20.00 per square foot of net rentable area for that part of the Leased Premises identified as spaces C-12 through and including C-26, $30.00 per square foot of net rentable area of that part of the Leased Premises on ground floor and that part of net rentable area (other than spaces C-12 through C-26) within the Leased Premises leased to food service Sub-Tenants and $25.00 per square foot for all other net rentable area within the Leased Premises;

d). no additional rental abatement or rental inducements in excess of an amount or value exceeding three (3) months rent shall be provided to the Sub-Tenant;

e). Future Leases have been executed without material deviation on a standard sub-lease form approved by Mortgagee.

Mortgagee agrees that if a proposed Sub-Lease is, in Mortgagee's reasonable judgment, satisfactory, Mortgagee shall not withhold or delay its approval. In such case Mortgagor shall furnish Mortgagee a copy of such sub-lease following such execution.

44. PARTIAL RELEASES: Mortgagor may either:

a). exchange a part or all of that part of Leased Premises identified on Exhibit "B" attached hereto and made a part hereof ("Release Parcel A") with Landlord for that space located on the concourse level of Building identified on Exhibit "C" attached hereto and made a part hereof ("Exchange Parcel); or

b). sell a part or all of that part of Leased Premises identified on Exhibit "D" attached hereto and made a part hereof ("Release Parcel B") to Landlord.

Provided there exists no Monetary Default or Non-Monetary Default, upon request, Mortgagee shall issue its partial release deed releasing the lien of this Mortgage:

i). as to Release Parcel A:

y). upon the payment of the net proceeds received from Landlord [provided that such amount shall not be less than FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00)] ("Parcel A Release Payment"), provided further that Mortgagor may retain all net proceeds in excess of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00); and

z). the conveyance to Mortgagee of a first mortgagee lien of Exchange Parcel by instrument reasonably required by Mortgagee so as to subject Exchange Parcel to the terms and conditions of Note, Mortgage and Other Loan Documents as if it were initially a part of Mortgaged Premises; or

ii). as to Release Parcel B, upon the payment of the net proceeds received from Landlord [provided that such amount shall not be less than NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00)] ("Parcel B Release Payment"), provided further that Mortgagor may retain all net proceeds in excess of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) ("Parcel B Release Payment").

(Parcel A Release Payment and Parcel B Release Payment shall together be referred to as "Release Payments".) The applicable Release Payment is in addition to all other payments due and owing pursuant to Note, which Release Payment will be applied on account of the reduction of Principal Amount, and such application shall be free from the payment of any Prepayment Premium. As a further condition of the issuance of a partial release, Lease Agreement shall be amended by Landlord and Mortgagor so as to provide a proportional reduction (based upon a fraction the numerator of which is the number of square feet of net rentable area contained in Leased Premises after either the exchange of Parcel A for Exchange Parcel or the sale of Parcel B and the denominator of which is the number of square feet of net rentable area contained in Leased Premises before such transaction) of Base Rent, and any and all other Lease Agreement obligations which are a function of the number of square feet of net rentable area contained in Leased Premises. The balance of any funds payable in connection with the disposition of Release Parcel A or Release Parcel B shall be paid to Mortgagor.

In the event of a reduction of Indebtedness by reason of a payment of Release Payment, the monthly payments shall be revised to a new monthly payment which would fully amortize the then existing Principal Amount at Note Rate on a monthly basis over a period which ends thirty (30) years after the first (1st) day of the first calendar month following disbursement of Principal Amount, Provided that such revision shall not affect Maturity Date set forth in Note.

Mortgagor shall reimburse Mortgagee for all reasonable expenses incurred by it in connection with this Paragraph 45.

45. <u>LEASEHOLD MORTGAGE PROVISIONS</u>

a). With respect to the Lease Agreement, Mortgagor hereby warrants and represents as follows:

i). Lease Agreement is in full force and effect;

ii). all rent, additional rent and other charges reserved in Lease Agreement have either been paid to the extent they are payable to the date hereof or permanently forgiven by Landlord;

iii). Mortgagor enjoys the quiet and peaceful possession of Leased Premises;

iv). there exists no Lease Default and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a Lease Default;

v). to the best knowledge of Mortgagor after diligent inquiry, Landlord is not in default under any of the terms or provisions of Lease Agreement on the part of the landlord to be observed or performed;

vi). no term, covenant or provision thereof which has not been waived or the violation thereof has not been consented to, prohibits or imposes a limitation upon the grant and demise of this Mortgage, nor, except as otherwise permitted by the Mortgagee, precludes, limits, conflicts with or interferes with the powers, rights and remedies granted to the Mortgagee hereunder;

vii). Mortgagor has, prior to its execution hereof, delivered to the Mortgagee a true and correct copy thereof, together with true and correct copies of any and all amendments and modifications thereof; and

b). Further, with respect to Lease Agreement, Mortgagor covenants and agrees as follows:

i). to promptly pay all rent, additional rent and other sums or charges required to be paid by Mortgagor as tenant thereunder within applicable grace periods unless the same has been permanently forgiven by Landlord;

ii). to promptly and faithfully observe, perform and comply with all the terms, covenants and provisions Lease Agreement on tenant's part to be observed, performed and complied with, at the times set forth therein within applicable curative periods;

iii). not to do, permit, suffer or refrain from doing anything as a result of which, there could be a Lease Default;

iv). not to cancel, or terminate Lease Agreement, nor to suffer or permit such cancellation or termination, nor to modify, amend or in any way alter or permit the alteration of any of the terms thereof, nor to surrender Leased Premises except as provided pursuant to Paragraph 44 hereof;

v). to give Mortgagee immediate notice of any Lease Default and to promptly deliver to Mortgagee copies of each notice of default and all other material notices, communications, plans, specifications and other similar instruments received by or delivered to the Mortgagor in connection therewith;

vi). not to waive, excuse or discharge any of the obligations and agreements of Landlord pursuant to Lease Agreement;

vii). to furnish to Mortgagee such information and evidence as Mortgagee may reasonably require concerning the Mortgagor's due observance, performance and compliance with the terms, covenants and provisions of Lease Agreement; and

viii). that any Lease Default shall constitute a default of this Mortgage.

c). In the event of any Lease Default including, without limitation, any default in the payment of rent and other charges and impositions made payable by Mortgagor as tenant thereunder, then, in each and every case, Mortgagee may, at its option and without notice, cause the Lease Default or Lease Defaults to be remedied and otherwise exercise any and all of the rights of Mortgagor thereunder in the name of and on behalf of Mortgagor. Mortgagor shall, on demand, reimburse Mortgagee in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at Default Rate from the date that an advance is made or expense is incurred, to and including the date the same is paid.

d). Mortgagor shall not serve upon Landlord an election or notice that Mortgagor intends not to renew Lease Agreement at the end of the Lease Term or at the end of any renewal Term unless such election or notice is joined, in writing, by Mortgagee. Mortgagor transfers and assigns to Mortgagee, Mortgagor's right to elect not to extend the Lease Term pursuant to paragraph 4 of Lease Agreement, this assignment being absolute in nature and it being intended to completely divest Mortgagor of the right and power to make such election. Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute and deliver, for and in the name of Mortgagor, all instruments and agreements relating the extension of the Term of Lease Agreement and to cause the extensions of the Term thereof to automatically continue as provided in Lease Agreement. This power being coupled with an interest, shall be irrevocable as long as the Indebtedness remains unpaid. Mortgagee shall have no liability to Mortgagor or any other party for failure to exercise or exercising any option.

e). The fee title and Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the landlord thereunder, Mortgagor, Mortgagee or a third party, whether by purchase

or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the property demised by Lease Agreement, or any part thereof, the lien of this Mortgage shall automatically and without the necessity of the execution and/or delivery of any further instruments or documents attach to, cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of Mortgaged Premises with the same force and effect as if specifically encumbered herein. Without limitation or derogation of the foregoing sentence the Mortgagor nevertheless agrees to execute all instruments and documents which the Mortgagee may require to ratify, confirm and further evidence the Mortgagee's lien on the acquired estate, title or interest. Furthermore, the Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as the Indebtedness remains unpaid.

f). If Lease Agreement is cancelled or terminated, and if Mortgagee or its nominee shall acquire an interest in any new lease of the property demised thereby the Mortgagor shall have no right, title or interest in or to the new lease or the leasehold estate created by such new lease.

g). At any time during the term of this Mortgage, Mortgagor shall use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written demand by the Mortgagee, an estoppel certificate from Landlord setting forth:

i). that, to the best knowledge of Landlord, there have been no assignments of Mortgagor's interest in Lease Agreement or Leased Premises or, if there has been any such transfer, the date and parties to such transfer (together with copies of each such assignment or transfer document and an acknowledgment that the assignment or transfer has been consented to by Landlord);

ii). that Lease Agreement has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification certified as true and correct by the landlord);

iii). the basic rent and additional rent payable pursuant to Lease Agreement;

iv). the date to which all rental charges have been paid by the tenant pursuant to Lease Agreement; and

v). whether there are any alleged defaults of Tenant pursuant to Lease Agreement and, if there are, setting forth the nature thereof in reasonable detail;

vi). such other information as Mortgagee reasonably requests.

h). Notwithstanding anything to the contrary contained herein, this Mortgage has been consented to by Landlord and shall not constitute an assignment of Lease Agreement within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising pursuant to Lease Agreement for only that period of time which the Mortgagee is in possession of Leased Premises or has acquired, by foreclosure or otherwise, and is holding all of the Mortgagor's right, title and interest therein.

46. EXCULPATION OF MORTGAGOR AND BENEFICIARY: This Mortgage is executed by Mortgagor, not personally but solely as trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

(1) Nothing herein or in Note or Other Loan Documents contained shall be construed as establishing any personal liability upon Mortgagor, personally, to pay Indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Mortgagee; Mortgagee's only recourse against Mortgagor being against Mortgaged Premises and other property and security given as security for the payment of Indebtedness ("Other Security"), in the manner herein, in Note and Other Loan Documents and by law provided.

(2) In the event that Mortgagor or Beneficiary shall default in any of the terms and conditions required of it or them pursuant to Commitment or if a Monetary Default or Non-Monetary Default shall occur or upon maturity of Indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Mortgagee shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Commitment, Note and Other Loan Documents and, subject to the limitations expressly set forth herein and therein, there shall be no personal liability of Mortgagor, Beneficiary or the partners of Beneficiary ("Partners") for the payment of Indebtedness.

(3) Except as herein, in Commitment, Note and Other Loan Documents provided, Mortgagee shall look solely to Mortgaged Premises and Other Security upon foreclosure of the lien of this Mortgage and no deficiency judgment for Indebtedness (following the application of Mortgaged Premises, Other Security and the proceeds thereof) shall be instituted, sought, taken or obtained against Mortgagor, Beneficiary, Partners or any successor in title to Mortgagor, PROVIDED THAT nothing contained herein shall be deemed to prejudice the rights of Mortgagee to recover from Beneficiary:

(a) all loss, damage, cost and expense (including attorneys' fees) suffered by Mortgagee as a result of fraud or as a result of the breach or inaccuracy of any warranty or representation made by Beneficiary or Mortgagor in Note Mortgage and Other Loan Documents;

(b) all Proceeds and Awards which are applied by Mortgagor or Beneficiary in contravention of the provisions of Mortgage and Other Loan Documents;

(c) any and all of Mortgagee's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about Mortgaged Premises of any Hazardous Substances, (other than such costs, expenses, damages or liabilities arising solely as a result of the direct action of Mortgagee or arising out of acts occurring after Beneficiary ceases to have any interest in Mortgaged Premises) and such liability shall survive the repayment of Indebtedness or foreclosure of the Mortgage or a deed in lieu thereof, or any other exercise by Mortgagee of any remedies available to it for any Monetary Default or Non-Monetary Default.

(d) all rents, revenues, issues and profits from Premises received by Mortgagor or Beneficiary during the period of any Monetary Default or Non-Monetary Default or after acceleration of Indebtedness, and other sums owing under Mortgage and Loan Documents, and not applied to payment of such Indebtedness or other sums or to payment of the normal operating expenses of Mortgaged Premises (including, but not limited to real estate taxes levied and assessed against Mortgaged Premises and expenses of maintaining Mortgaged Premises);

Nothing contained herein or in Note and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Mortgagee to enforce its remedies pursuant hereto and to Note and Other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

BOULEVARD BANK, N.A., not personally but solely as Trustee aforesaid

By _____

Title: ASST VICE PRESIDENT

ATTEST:

Title:

22 1:48

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90033228

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that ALEX J. BERESOFF, personally known to me to be the ASST VICE PRESIDENT of Boulevard Bank, N.A. ("Mortgagor") and LOUISE HUBERMANN, personally known to me to be the ASSISTANT TRUST OFFICER thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of Mortgagor, for the uses and purposes therein set forth; and the said ASST VICE PRESIDENT then and there acknowledged that he, as custodian of the corporate seal of Mortgagor, caused the same to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of Mortgagor, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22ND day of JAN, 1990.

Margaret M. Vita
Notary Public

My Commission Expires _____

"OFFICIAL SEAL"
Margaret M. Vita
Notary Public, State of Illinois
My Commission Expires 7/15/92

90033228

LEGAL DESCRIPTION OF LAND

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:
STATE OF ILLINOIS, DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, AS LESSOR, AND NATIONAL BOULEVARD BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1983 AND KNOWN AS TRUST NUMBER 6777', AS LESSEE, DATED NOVEMBER 11, 1982, A MEMORANDUM OF WHICH LEASE WAS RECORDED APRIL 9, 1984, AS DOCUMENT NUMBER 27037576, AND DEMISES A PORTION OF THE LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 20, 1986 AND ENDING 15 YEARS AFTER COMMENCEMENT OF LEASE, AS AMENDED FROM TIME TO TIME.

PARCEL 1:
BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LA SALLE STREET), IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE VACATED WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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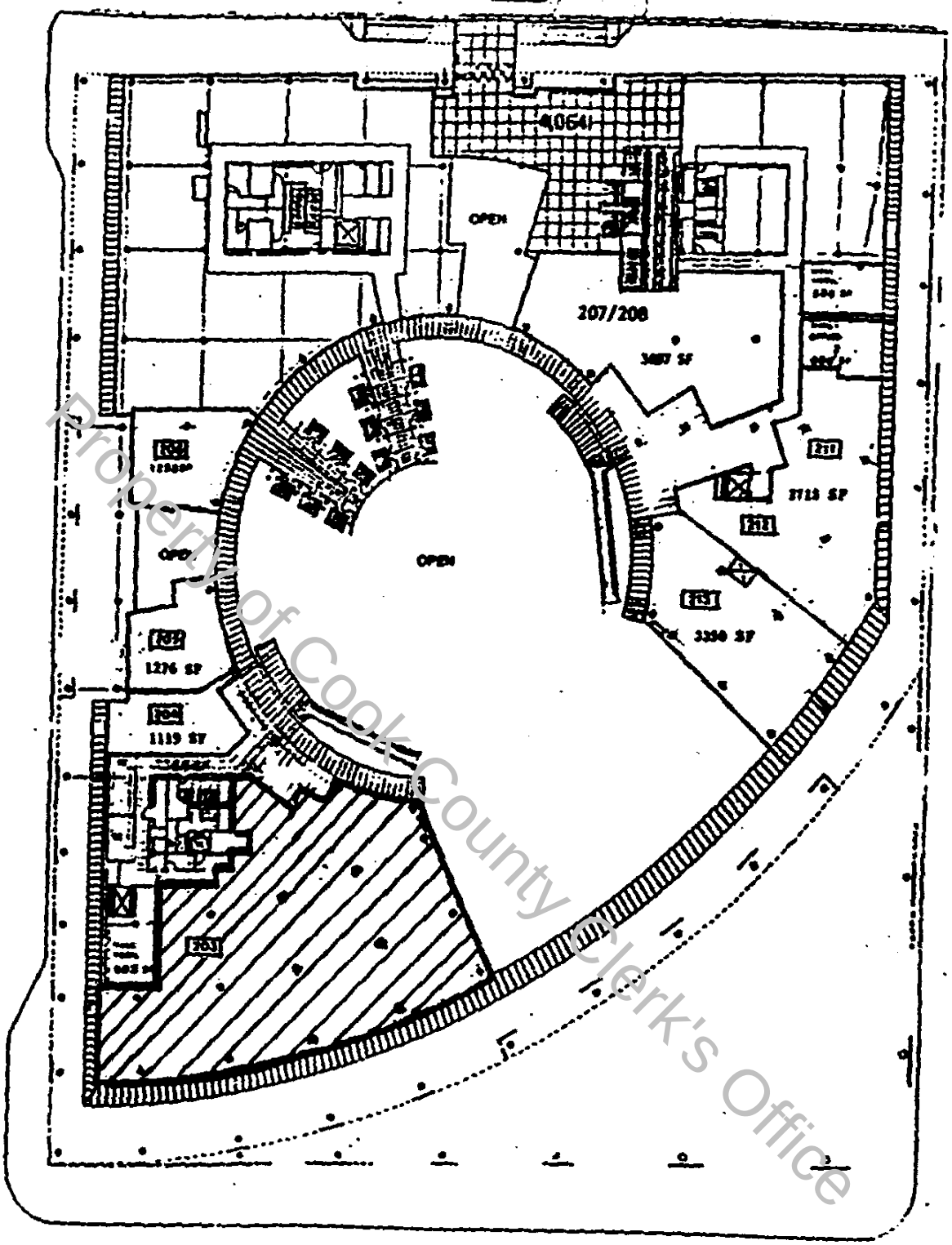
17-09-434-022
17-09-434-023

EXHIBIT "A"

EXHIBIT B



PREMISES

SECOND FLOOR

0 5 10 20 50 80

the atrium

STATE OF ILLINOIS CENTER AT CHICAGO

100 W. RANDOLPH ST.

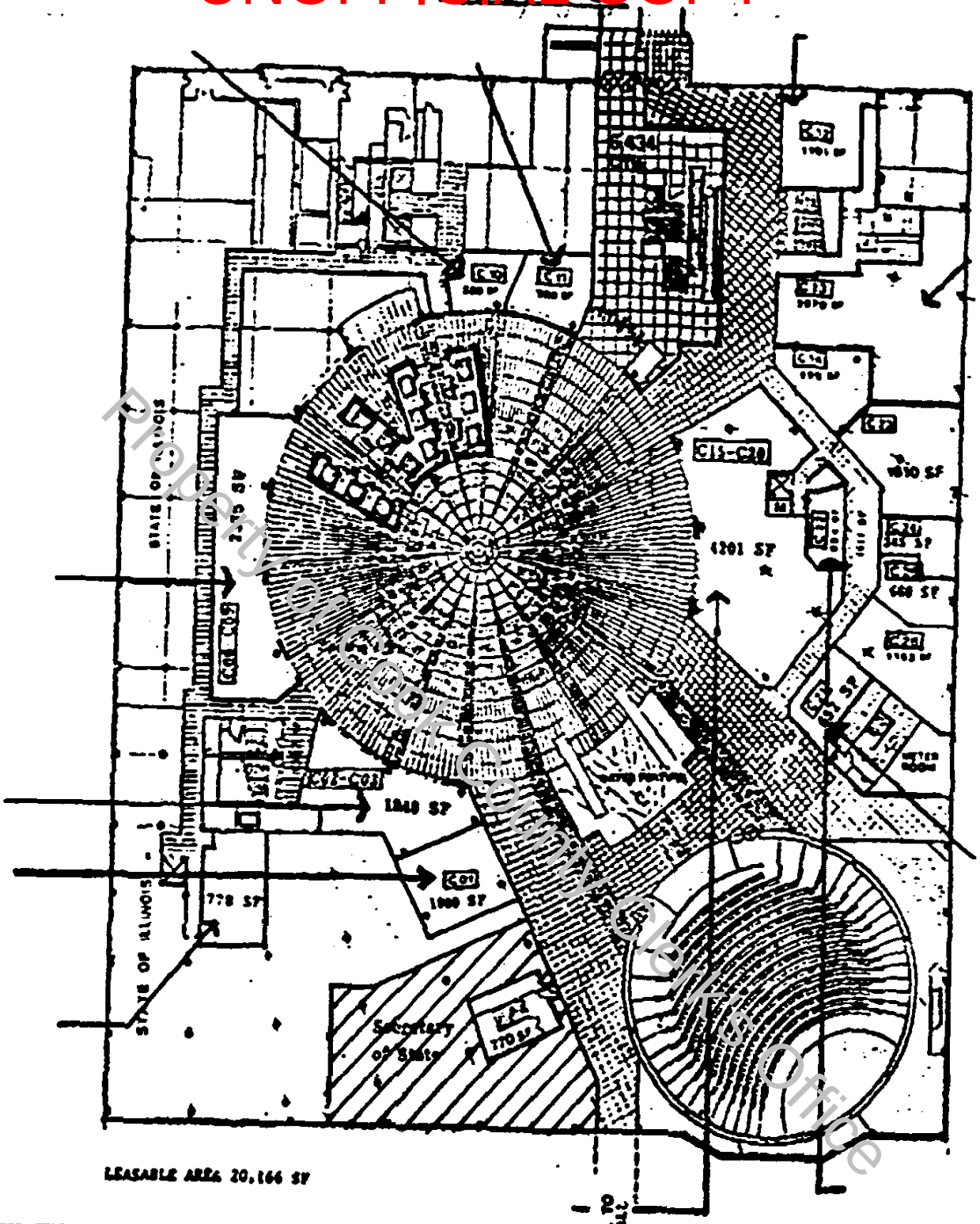
90033228

THE PALMER GROUP LTD.
DEVELOPER

COLDWELL BANKER
LEASING & MANAGEMENT
(312)346-0777

Exhibit C

P.03



LEASABLE AREA 20,166 SF

EXCHANGE PARCEL

12/89

CONCOURSE LEVEL

0 5 10 20 50 100

the atrium

STATE OF ILLINOIS CENTER AT CHICAGO

100 W. RANDOLPH ST.

THE PALMER GROUP LTD.
DEVELOPER

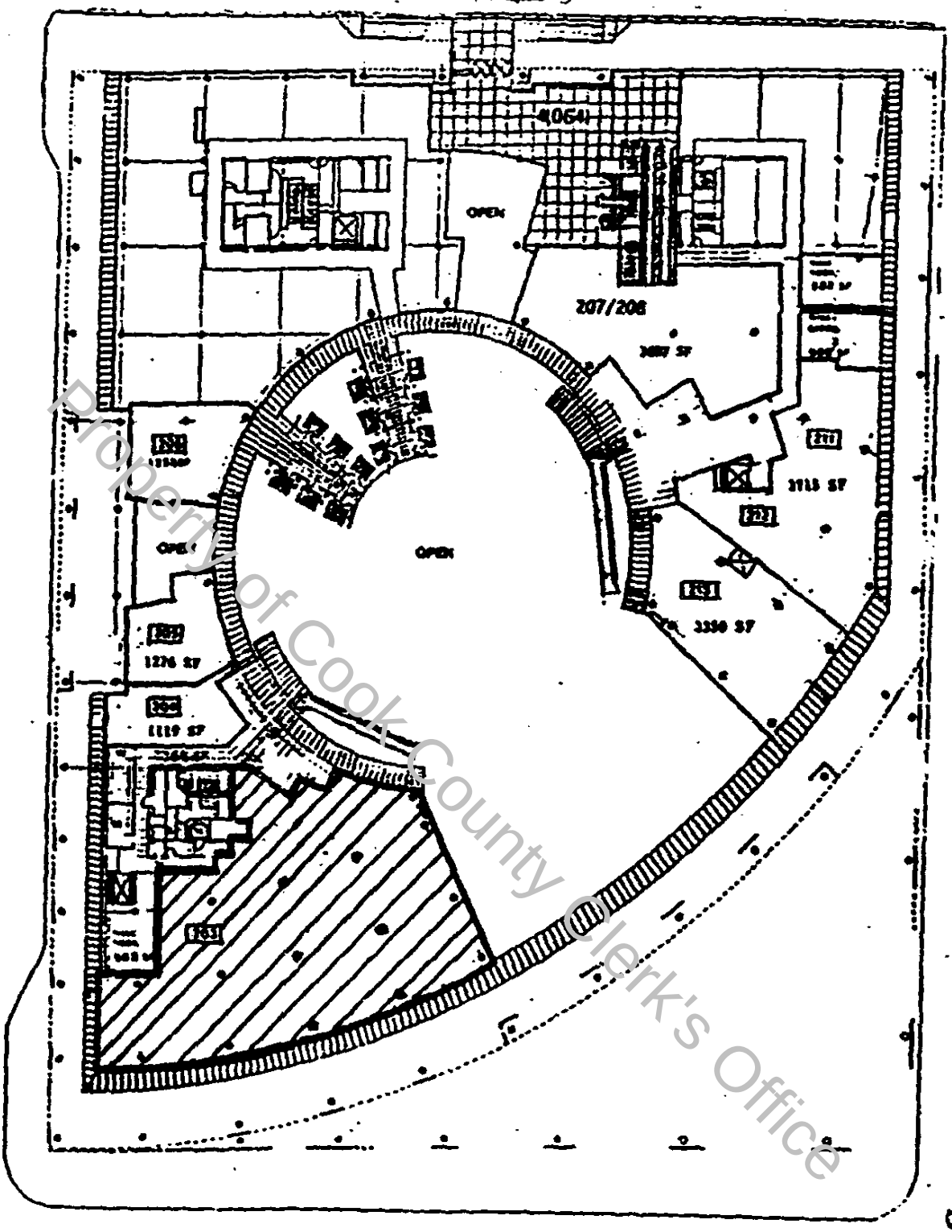
The Retail Group
Exclusive
Leasing Agent
(312)649-1700

Baird & Warner
Atrium Mall
Management
(312)346-0777

Tenants identified have fully executed leases or letters of intent for occupancy. Subject to change without notice.

90033228

EXHIBIT D



PREMISES

SECOND FLOOR

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90033228

the atrium

STATE OF ILLINOIS CENTER AT CHICAGO

100 W. RANDOLPH ST.

THE PALMER GROUP LTD.
DEVELOPER

COLDWELL BANKER
LEASING & MANAGEMENT
(312)346-0777