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STATE OF ILLINOIS
COUNTY OF COOK

I, CAROL MOSELEY BRAUN, RECORDER, AND KEEPER OF THE RECORDS OF SAID RECORDER, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT THE FOLLOWING IS A TRUE AND CORRECT PHOTOGRAPHIC COPY OF THE RECORD OF A CERTAIN INSTRUMENT FILED IN SAID OFFICE THE twenty-eighth DAY OF February 19 90 A.D. AS DOCUMENT NUMBER 90093859 RECORDED IN BOOK Jacket OF RECORDS, AT PAGE 10 Pages.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CHICAGO, THIS fourteenth DAY OF March 19 90 A.D.

Carol Moseley Braun
RECORDER

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RIDER TO SECURITY AGREEMENT AND SECURITY ASSIGNMENT UNDER LAW 1923

Legal Description of Real Property:

lots 5, 6, 7 and 8 in Block 1 in W.D. Stone and Company's 9th Street Columbus Manor, being a Subdivision of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 27 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Commonly known as 6311 N. 9th Street, Oak Lawn, Illinois

Mortgages and Other liens on the Above Described Property (if any, please state "NONE")

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RIDER

A. ACCELERATION UPON TRANSFER. If all or any part of the premises or an interest therein is sold, transferred or assigned by Mortgagor or Mortgagee places any subordinate liens on the premises without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.

B. ASSIGNMENT OF RENTS. The Mortgagor hereby sells, assigns, transfers and sets over unto Mortgagee, as trustee, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein, upon the property described, and the undersigned hereby appoints irrevocably the above mentioned Mortgagee its true and lawful attorney in its name and stead to collect all of said rents, issues and profits, arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases or agreements, written or verbal, existing or hereafter to exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privileges and powers herein granted at any and all times hereafter without notice to the Mortgagor herein, their successors and assigns, and further with power to use and apply said rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Mortgagee, as trustee, or its successors or assigns, as the holder or holders of said indebtedness due or to become due under and by virtue of the herein mortgage, and also to the payment of all expenses and the care and management of said premises including taxes and assessments, and the interest of encumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby certifying all that said attorney may do by virtue hereof.

C. No Toxic Wastes. Mortgagor represents that there are no toxic wastes or other toxic or hazardous substances or materials being generated, stored or otherwise used or held on, under or about the Property, or being transported to, from or across the Property, by Mortgagor or, to the best of Mortgagor's knowledge, any other person, and Mortgagor shall at no time permit the same. Mortgagor represents that it has not, and to the best of its knowledge no other person or other entity has, released or otherwise discharged any such wastes, substances or materials on, under or about the Property. In the event that any such wastes, substances or materials are hereafter found or otherwise exist on, under or about the Property, Mortgagor shall take all necessary and appropriate actions and shall spend all necessary sums to cause the same to be cleaned up and immediately removed, and Mortgagee shall in no event be liable or responsible for any

Standard Bank and Trust Co.
as trustee under Trust No. 8478

SWT.

By *James J. Martin, Jr.*
JAMES J. MARTIN, JR., Trust Officer

Attorn: *Linda H. Krawinkel*
LINDA H. KRAWINKEL, Trust Secretary

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Not a contract. This document is subject to the terms and conditions of the mortgage instrument to which it is attached. It is not to be used as a contract or as a basis for any claim or defense. It is to be used only for the purpose of recording the mortgage instrument to which it is attached.

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Applicable laws. The obligations and indebtedness of Mortgagor, and the rights of Mortgagee, under this Paragraph C and the laws and regulations contained herein in this Paragraph C, notwithstanding anything contained herein to the contrary, shall survive the foreclosure of this Mortgage, the repayment of the loan and the termination of the Note and other Loan Documents. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present or future environmental or other similar laws or regulations.

D. ADDITIONAL MORTGAGOR OBLIGATIONS. Mortgagor shall furnish to Mortgagee:

1. Such information regarding business affairs and financial condition as Mortgagee may reasonably request from time to time;

2. Within 90 days after the end of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee complete financial statements setting forth all details of the operation of the Mortgaged Property, including an itemized list of rentals and expenses on the Mortgaged Property, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall be certified by Mortgagor and, if Mortgagee shall require, by an independent certified public accountant acceptable to Mortgagee. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the mortgaged Property, certified by Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable, and the rent paid.

E. RIGHT OF INSPECTION. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

F. MAINTENANCE OF MORTGAGED PROPERTY. Mortgagor shall keep and maintain or cause to be kept and maintained all buildings and improvements now or at any time hereafter erected on the Mortgaged Property and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Property to become vacant, deserted or unguarded. Mortgagor shall not permit any lien or claim to be filed against the Mortgaged Property or any part thereof. Mortgagor shall have a period of ten (10) days from the date of such filing to cause such lien or claim to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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costs or expenses incurred in so doing. Mortgagor represents that no portion of the Property is within two thousand (2,000) feet of a toxic waste or hazardous substances problem, or is otherwise subject to any "borderline" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any of the laws described below or other environmental protection laws. Mortgagor shall at all times observe and satisfy the requirements of and maintain the Property in compliance with all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, and regulations, including but not limited to the Federal Water Pollution Prevention and Control Act (33 U.S.C. Section 1351 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 4901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), and Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. Section 9601 et seq.). Should Mortgagor at any time default in or fail to perform or observe any of its obligations under this Paragraph C, Mortgagee shall have the right, but not the duty, without limitation upon any of Lender's rights pursuant thereto, to perform the same and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection therewith, including without limitation reasonable attorney's fees, together with interest from the date of expenditures at the Default Rate specified in the Note. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any loss incurred by or liability imposed on Mortgagee by reason of (i) Mortgagor's failure to perform or observe any of its obligations or agreements under this Paragraph C, or (ii) any of its representations under this Paragraph C having been materially incorrect, including without limitation any and all attorneys' fees and costs incurred in connection with any lawsuit or court action, or any proceeding before or involving any state or federal or other regulatory agency or other governmental agency. Mortgagor further agrees that it shall indemnify, defend and hold Mortgagee harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any hazardous or toxic wastes or materials on, under, in or about, or the transportation of any such wastes to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous or toxic wastes or materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation all post-foreclosure cleanup and removal costs and expenses) arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment. The obligations of Mortgagor and the rights of Mortgagee under this Paragraph C are in addition to and not in substitution of the obligations of Mortgagor and rights of Mortgagee under the laws and regulations cited above in this Paragraph C, and any other similar

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ADDITIONAL EVENTS OF DEFAULT. It shall be an event of default hereunder entitling Mortgagee to accelerate the indebtedness secured hereby if an event of default occurs under (i) that certain Deed of Trust dated the same date hereof, executed by Conroe Limited Partnership to Richard O. Kopf, Trustee, to secure the indebtedness secured hereby, or (ii) that certain Deed of Trust and Assignment of Rents and Leases dated the same date hereof from Montorro Corporation to Lawyers Title of Arizona, Inc., to secure the indebtedness secured hereby.

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VARIABLE INTEREST RATE
RIDER TO MORTGAGE

This rider is made part of a certain mortgage dated February 23, 1979 given to secure a Variable Interest Rate Promissory Note dated February 23, 1979, wherein Montorro Corporation promises to pay the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) together with interest thereon accruing from the date of said note on the part of the principal remaining from time to time unpaid at the "Initial Interest Rate" of 13.50 per annum. Said note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner:

1. INTEREST RATE. Interest shall accrue at a rate equal to the index (as hereinafter defined) from time to time in effect, plus four and three-quarters percent (4.75%) per annum until the entire principal balance is paid in full. Notwithstanding any provisions of the Note, it is the understanding and agreement of Montorro Corporation and Chrysler First that the maximum rate of interest to be paid by Montorro Corporation to Chrysler First shall not exceed the maximum rate of interest permissible to be charged under law. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal. The minimum rate of interest to be paid by Montorro Corporation to Chrysler First shall not be less than twelve percent (12%) per annum.

2. DEFINITION OF INDEX. The term "index" shall mean the published monthly rate of interest on the six month secondary market CD (certificate of deposit) rate as published monthly in the Federal Reserve Statistical Release G-11, rounded up to the nearest one-quarter percent.

3. CHANGE IN INTEREST RATE. The interest rate shall be adjusted using the index announced the month prior to the month in which the sixth and twelfth monthly due dates fall, and on those same dates from time to time until this Note is paid in full. The interest rate will increase or decrease directly with any change in the index. Under no circumstances shall the interest rate increase or decrease more than two percent (2%) in any one year.

Chrysler First shall mail to Montorro a notice by first class mail if the interest rate is to change. The notice shall advise Montorro:

- (i) the new interest rate,
- (ii) the amount of the new monthly payment, and
- (iii) any additional matters which Chrysler First is required to disclose to Montorro.

However, any failure on the part of Chrysler First to provide such notice, shall not forfeit the right of Chrysler First to change the interest rate in accordance with the terms as described herein.

4. EFFECTIVE DATE OF NEW RATE (CHANGE DATE). Each change of the interest rate hereunder, if any shall be effective on the due dates of the sixth and twelfth monthly payments and on those same dates from time to time until this Note is paid in full. If the monthly payments change as a

Standard Bank and Trust Co.
as trustee under Trust No. 8473

BY: *[Signature]*
JAMES J. MARTIN, JR. Trust Officer

Attest: *[Signature]*
LINDA M. HAZEN, Asst. Secretary

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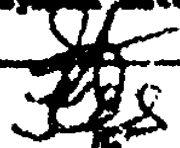

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result of the change in the interest rate, the monthly payment will change as of the first monthly payment due after the change date.

5. TYPE OF LOAN. IT IS UNDERSTOOD THAT THIS MORTGAGE SECURES A VARIABLE INTEREST RATE LOAN AND NOT A FIXED RATE LOAN.

6. PAYMENTS. Payment of principal and interest shall be paid monthly on the 23rd day of each month beginning thirty (30) days from the date hereof, and a final payment of all accrued interest and unpaid principal shall be due and payable on February 23, 1994. The initial monthly payment will be in the amount of \$25,771.77. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER MONTHLY PAYMENTS AND DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER MONTHLY PAYMENTS. The amount of the monthly payment will always be calculated so as to be sufficient to repay the principal outstanding and all interest thereon in full and substantially equal payments in 180 months from the date of the Note. In setting the new monthly payment amount on each change date Chrysler First will assume that the interest rate will not change again prior to the final payment date.

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OF A

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CAROL MOSELEY BRAUN
RECORDER OF COOK COUNTY, ILLINOIS
CHICAGO

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(FORM 109)

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