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Document #1056v

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SECOND MORTGAGE

THIS MORTGAGE (hereinafter called the "Second Mortgage") made as of the 20th day of February, 1991, between DOBSON LEASING CO. ("Company"), an Illinois corporation, having its principal office and place of business at 8822 South Dobson, Chicago, Illinois 60619, and The First National Bank of Chicago (the "Bank"), a national banking association, having its principal office and place of business at One First National Plaza, Chicago, Illinois 60670.

DEPT-01 RECORDING $47.00
T#4444 TRAN 0398 02/25/91 12:44:00
#0045 # D *-91-085817
COOK COUNTY RECORDER

R E C I T A L S

A. The Company has leased to Bottle Werks, Inc., an Illinois corporation ("Bottle Werks") the property described in a certain Lease Agreement (the "Lease Agreement") dated as of August 21, 1990, a memorandum of which was recorded in the Cook County Recorder's office.

B. The Bank and the Company entered into a Reimbursement Agreement dated as of August 21, 1990 (the "Reimbursement Agreement") to provide for the Company's repayment of the Bank's disbursements pursuant to a certain Letter of Credit, (issued by the Bank in the initial amount of $5,365,105 which is to expire on August 16, 1995, unless extended for an additional 5 years pursuant to the Reinbursement Agreement to provide credit and liquidity support for certain Industrial Development Revenue Bonds) together with interest thereon as provided in the Reimbursement Agreement.

C. The Bank and Bottle Werks entered into a certain Credit Agreement dated as of August 23, 1990, by and between the Bank and Bottle Werks (as the same may be amended, restated, supplemented or otherwise modified from time to time being hereinafter referred to as the "Bottle Werks Credit Agreement"), in which the Bank agreed to make certain loans and provide other financial accomodations to Bottle Werks, the maximum principal amount of which shall not initially exceed $700,000.00.

D. The Company executed a Mortgage, dated as of August 23, 1990 in favor of the Bank, which was recorded on August 24, 1990 as document number 90413149 in the Cook County Recorder's office (the "First Mortgage"). The First Mortgage mortgaged the real property commonly known as 9535 South Cottage Grove, Chicago, Illinois (the "Real Property") and all fixtures and equipment located upon the Real Property, to secure payment of obligations due to the Bank pursuant to

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the Reimbursement Agreement and pursuant to a certain Guaranty dated as of August 23, 1990 executed by the Company in favor of the Bank as security for the payment obligations of Bottle Werks under the Bottle Werks Credit Agreement.

E. The Company has asked the Bank to lend it an additional $500,000. The Bank has agreed to do so as long as the Company grants the Bank a second mortgage and lien upon the Real Property and the fixtures and equipment located upon the Real Property.

F. The Company has executed a Term Loan Note in the principal amount of $500,000 dated February 20, 1991 in favor of the Bank (the "Note").

NOW, THEREFORE, to secure (i) payment of the Company's indebtedness evidenced by the Note, as it may be amended or modified from time to time (the "Payment Obligations") and (ii) performance and observance by the Company of all the terms, covenants and conditions contained in this Second Mortgage, and in the Note, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company has executed and delivered this Mortgage and does hereby give, grant, bargain, confirm, convey, assign, mortgage, grant a security interest in and warrant unto the Bank and its successors and assigns, forever, for the benefit of the Bank, all of the following described property (such property is collectively hereinafter called the "Mortgaged Property"), to-wit:

(A) The land located in Cook County, Illinois, legally described on Schedule A attached hereto and made a part hereof (hereinafter called the "Land");

(B) TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land and (i) all fixtures, machinery, equipment, appliances, systems, and building materials, of every kind and nature whatsoever (including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, air-conditioning apparatus and systems, refrigerating plant, computers and all hardware and software therefor, window screens, awnings, and storm sashes) which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or on the premises of vendors and which are used or intended to be used in the use and operation or enjoyment of the Land and the improvements thereon, (ii) all warehouse receipts or other documents of title relating to any of the foregoing and (iii) all permits, licenses and franchises, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments nor or hereafter made by the Company or on its behalf in connection with any of the foregoing;

(C) TOGETHER WITH all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Land and the property referred to in Paragraph (B) above, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Company, and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Land and the property referred to in Paragraph (B) above from time to time accruing (including, without limitation, all payments under the Lease Agreement and all other leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Company of, in and to the same;

(D) TOGETHER WITH all leasehold estates, right, title and interest of the Company in any and all leases including, but not limited to, the Lease Agreement, mineral leases, subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Land and improvements or any portion thereof located thereon, now or hereafter existing or entered into and any security and other deposits now or from time to time hereafter: (i) furnished to any utilities providing services to the mortgaged property; (ii) for insurance premiums, taxes and special assessments relating to said mortgaged property held by Bank pursuant to the terms of the Second Mortgage; and (iii) furnished by tenants of the mortgaged property;

(E) TOGETHER WITH all right, title and interest of Company in and to all contracts and agreements for the furnishing of labor or materials, or the performance of management or other services, to or in connection with the mortgaged property described above;

(F) TOGETHER WITH all rents, issues and profits thereof for so long and during all such times as the Company may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) provided, however, that permission is hereby given to the Company, so long as no Event of Default (as defined in paragraph 2.01) has occurred hereunder, to collect and use such rents, income and other benefits as they become due and payable, but not in advance thereof. Upon the occurrence of any Event of Default, the permission hereby given to the Company to collect such rents, income and other benefits from the mortgaged property described herein shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without the Bank's specific written consent or as the Reimbursement Agreement otherwise expressly provides.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from the mortgaged property described above, subject, however, to the

conditional permission given to the Company to collect and use such rents, income and other benefits as hereinabove provided; and the existence or exercise of such right of the Company shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Company, and any such subsequent assignment by the Company shall be subject to the rights of the Bank hereunder; and

(G) TOGETHER WITH all the estate, interest, right, title, other claim or demand, including judgments, claims or demands with respect to the proceeds of insurance in effect with respect hereto, which the Company now has or may hereinafter acquire in the above-described mortgaged property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the above- described mortgaged property, including without limitation any awards resulting from the change or grade of streets and awards for severance damages, and Bank is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (if it so elects) to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the mortgaged property described above; and

(H) TOGETHER WITH all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the mortgaged property described above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Bank, its successors and assigns, for the benefit of Bank to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, the Company hereby further grants unto the Bank, for the benefit of Bank pursuant to the provisions of the Uniform Commercial Code, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the Company's indebtedness evidenced by the Note and (b) performance of each and every of the covenants, conditions and agreements contained in this Second Mortgage and in the Note (collectively, the "Liabilities").

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Company shall pay or cause to be paid the Bank the principal and interest payable pursuant to the Liabilities, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Company, and shall keep, perform and observe all and singular the covenants and promises in this Mortgage and in the Note expressed to

be kept, performed and observed by and on the part of the Company, and all commitments of the Bank to lend are terminated, then this Mortgage shall cease and terminate, but shall otherwise remain in full force and effect.

AND the Company covenants and agrees with the Bank, for the benefit of the Bank, that:

ARTICLE I

1.01 Performance of the Mortgage, The Note and the Lease Agreement.

The Company will perform, observe and comply with all provisions hereof and of the Note and of the Lease Agreement and will duly and punctually pay to the Bank, as required, the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Company pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Company.

1.02 Representation of Title.

The Company hereby represents and warrants that it is well seized of that portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, subject to the Lease Agreement and to the matters permitted under the Reimbursement Agreement, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in and to the same, in the manner and form aforesaid; that, except for such matters permitted under the Reimbursement Agreement and for the First Mortgage, the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature; and that the Company shall and will warrant and forever defend the title to the Mortgaged Property and the validity and priority of the lien and security interest hereby created against the claims of all persons whomsoever. Mortgagor will maintain and preserve the lien of this Mortgage until the Liabilities are paid in full.

1.03 Taxes, Liens and other Charges.

(a) The Company will pay promptly, when and as due, and will promptly exhibit to the Bank receipts for the payment of, all taxes, assessments, water rates, license fees, dues, charges, fines and impositions of every nature whatsoever ("Taxes") charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Bank in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county,

municipality or other taxing authority in respect of the Mortgaged Property or any part thereof, or any charged which, if unpaid, would or could become a lien or charge upon the Mortgaged Property, or any part thereof.

The Company shall have the right to contest the validity or amount of any Taxes described above which the Company is required to bear, pay and discharge pursuant to the terms of Section 1.03(a) by appropriate legal proceedings instituted at least ten (10) days before the Taxes complained of become delinquent if and provided that (i) the Company, before instituting any such contest, gives the Bank written notice of its intention to do so, (ii) if required by law, the Company pays such Taxes as under protest prior to contesting them, and, at the Bank's request, deposits with the Bank in escrow as much security as is reasonably necessary, in the Bank's sole judgment, to cover such Taxes and any interest and penalties that may accrue thereto, (iv) the Company diligently prosecutes any such contest, and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise and (iii) the Company promptly pays any final judgment enforcing Taxes so contested and thereafter promptly procures record release or satisfaction thereof.

(b) In order to secure the performance and discharge of the Company's obligations under paragraph (a) above, but not in lieu of such obligations, the Company will, at Bank's request if Company shall fail to pay any such Taxes due more than twice during the term of this Mortgage, pay over to the Bank an amount equal to one-twelfth (1/12th) of the yearly Taxes each month that has elapsed since the last date to which such Taxes were paid; and the Company will, in addition, pay over to the Bank upon its request sufficient funds (as estimated from time to time by the Bank in its sole discretion) to permit the Bank to pay such at least thirty (30) days prior to the date or dates they become delinquent. Upon demand by the Bank the Company shall deliver to the Bank such additional monies as are required to make up any deficiencies in the amounts necessary to enable the Bank to pay such Taxes. Company shall procure and deliver in advance to Bank statements or bills for such obligations. Payments by Bank for such purposes may be made by Bank at its sole discretion. Any deposits received pursuant to this subparagraph shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Bank, and no interest shall be payable in respect thereof.

(c) The Company will not suffer any mechanic's, laborer's, materialmen's, statutory or other lien or any security interest or encumbrance to remain outstanding upon any of the Mortgaged Property or on the revenues, rents, issues, income and profits arising therefrom.

(d) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation or mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely

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the Bank, Company shall satisfy any tax, assessment or other charge, or to otherwise cure such adverse effect, within the lesser of sixty (60) days from the date of such passage or the period of time required by law, and if Company does not so satisfy or cure same within such time, or if such law does not permit payment of the tax by Company, such shall be an Event of Default (as hereinafter defined).

(e) The Company will pay when due any charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof and all license fees, rents or other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Property.

1.04 No Tax Credits.

The Company will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof, as are applicable to the indebtedness secured hereby or to the interest of the Bank in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part therefor by reason of the Note or this Mortgage.

1.05 Insurance.

The Company will procure for, deliver to and maintain for the benefit of the Bank during the term of this Mortgage, a policy or policies (i) insuring the Mortgaged Property against fire, lightning, extended coverage, vandalism and malicious mischief and such other insurable perils as the Bank may require, (ii) if required by the Bank, affording business interruption insurance in an amount acceptable to the Bank, (iii) affording flood insurance, if available and if required by the Bank, and (iv) affording such other or additional coverage as from time to time may be reasonably requested by the Bank. For so long as any construction occurs on the Mortgaged Property, Company agrees to maintain or cause to be maintained insurance appropriate for a property on which construction is being conducted, including but not limited to workmen's compensation insurance. The Company shall pay for all premiums on such policies. The companies issuing such policies, and the amounts, forms, expiration dates and substance of such policies, shall be acceptable to the Bank and such policies shall contain, in favor of the Bank, for the benefit of Bank, the New York Standard Non-Contributory Mortgagee Clause, or its equivalent, and a Bank's Loss Payable Endorsement, in form satisfactory to the Bank, and a Replacement Cost Endorsement, in form satisfactory to Bank. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof satisfactory to the Bank shall be delivered to the Bank. The Company shall deliver to the Bank receipts evidencing the payment for all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security for the indebtedness

secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of the Company in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Bank is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. The Bank shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

If the Company fails to pay for or maintain its insurance as required hereunder more than twice during the term of this Mortgage, Bank may require that Company make payments for insurance into escrow in the same manner as the escrow for Taxes contained herein at Paragraph 1.03(b).

1.06 Condemnation; Casualty.

(a) The Company hereby assigns, transfers and sets over unto the Bank its entire interest in the proceeds (the "Condemnation Proceeds") of any award or any claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation or any transaction in lieu of condemnation ("Condemnation") and agrees to endorse to the Bank any instrument for such proceeds made out to Company at Bank's request. The Bank shall have the right, subject to Paragraph 1.06(c) hereof, to apply the Condemnation Proceeds upon or in reduction of the Payment Obligations, whether due or not, and if the same are insufficient to pay such amount in full, the Bank may at its option declare the balance remaining unpaid under the Note to be due and payable forthwith and avail itself of any of the remedies provided herein as in the case of a default. If the Condemnation Proceeds are to be used to reimburse the Company for the cost or rebuilding or restoring buildings or improvements in or on the Mortgaged Property, and the buildings and other improvements are to be rebuilt or restored, the Condemnation Proceeds shall be paid out as provided in Section 1.06(c) hereof. Any surplus which may remain out of the Condemnation Proceeds after payment of such cost of rebuilding or restorations shall, at the option of the Bank, be applied to any indebtedness outstanding and secured hereby and any excess may be kept by the Bank, at Bank's option, as additional security and for future indebtedness which may be secured hereby.

(b) In case of loss, the Bank shall have the right (but not the obligation) to settle any insurance claim filed. The Bank is at all times authorized to collect and receive any insurance money, and the Company hereby assigns and sets over its rights in any such proceeds to the Bank and agrees to endorse to the Bank any instrument for such

proceeds made out to Company at Bank's request. Such insurance proceeds shall be paid to Bank and the Bank shall, subject to Paragraph 1.06(c) hereof, apply such funds to the cost of repairing or restoring the Mortgaged Property and, if so used, such funds shall be paid out as provided in Paragraph 1.06(c) hereof. If such funds are not so applied for repair and restoration, then the Bank may apply such proceeds upon or in reduction of the Payment Obligations, whether then due or not. If such proceeds are applied in payment or reduction of the Payment Obligations, whether due or not, and if the same are insufficient to pay such amount in full, then the Bank may at its option declare the balance remaining unpaid under the Note and this Mortgage to be due and payable forthwith, and the Bank may avail itself of any of the remedies provided herein or in the Note as in the case of a default. Any proceeds which may remain out of such proceeds after payment of such repair and restoration shall, at the option of the Bank, be applied to any indebtedness outstanding and secured hereby and any excess may be kept by the Bank, at Bank's option, as security and for future indebtedness which may be secured hereby.

(c) (i) So long as no Event of Default has occurred, Bank shall apply the net proceeds of insurance or net proceeds of condemnation towards the restoration of the Mortgaged Property in accordance with Paragraph 1.06(c)(ii) unless one or more of the following is true:

aa. The Company is unwilling to restore the Mortgaged Property;

bb. The insurance proceeds or condemnation proceeds will, in Beneficiary's sole judgment, amount to less than ninety-five percent (95%) of the amount estimated to restore the Mortgaged Property;

cc. If, after expected completion of the restoration of the Improvements, less than one year will remain until expiration of the Letter of Credit.

dd. In the case of condemnation, all the improvements shall be taken by condemnation, and/or

ee. There shall be damaged or taken through condemnation all or any part of (A) the improvements (other than incidental parts thereof the taking of which does not materially affect Bank's security) or (B) the land or the Mortgaged Property (other than the improvements) the taking of which would, in the reasonable judgment of Bank, render all or any part of the Mortgaged Property not reasonably accessible or not in compliance with applicable codes, ordinances, laws or regulations by reason of insufficient lot area or parking spaces or otherwise.

(ii). Restoration of Improvements. In the event Bank elects, or is required pursuant to Paragraph 1.06(c)(i) to apply the net proceeds of insurance or net proceeds of condemnation towards the

repair, restoration and/or construction of the improvements, such application shall be in accordance with, and subject to, the following conditions:

aa. Bank shall first be given satisfactory proof:

(1.) that there exists a fund comprised of such net proceeds or condemnation award and such other moneys, if necessary (which moneys Company agrees to provide to the extent necessary to restore the improvements, in the judgment of Bank), which in the judgment of Bank shall be sufficient to restore the improvements their condition and value immediately prior to such damage or, in the case of condemnation, to a condition satisfactory to Bank and to pay operating expenses, taxes, debt service and other so-called "carrying costs" for any period in which the income from the Mortgaged Property shall be less than such carrying costs;

(2.) that the Mortgaged Property after restoration shall, in the judgment of beneficiary, generate an income sufficient to pay all such carrying costs;

(3.) that such restoration shall be conducted under the supervision of an architect and/or engineer selected and paid by Company and approved by Bank;

(4.) that such restoration shall be performed pursuant to plans and specifications approved by Bank and by a contractor or contractors selected and paid by Company and approved by Bank; and

(5.) that the Mortgaged Property after such restoration shall be in compliance with all applicable laws, ordinances and regulations.

bb. Such net insurance proceeds or condemnation award shall be disbursed upon Company's request in not less than monthly installments in amounts determined as follows and upon the following conditions:

(1.) At the time of each such disbursement there shall exist (A) no Event of Default under this Mortgage; and (B) no failure to pay any sum then due or to keep, perform or observe any other covenant, condition or agreement hereunder or under any other document in connection with the Note which failure would, with notice or the passage of time or both, constitute an Event of Default under this Mortgage.

(2.) With respect to each such disbursement and accompanying each request therefor, there shall be delivered to Bank: (A) a certificate addressed to Bank by the architect or engineer supervising the restoration that such disbursement is to pay the cost of restoration not paid previously by any prior disbursement and (except with respect to the final disbursement)

that the amount of such disbursement, when added to all prior disbursements, does not exceed ninety percent (90%) of the total cost of all labor, services and materials furnished to, installed in or stored upon the Mortgaged Property at the date of such certificate; (B) evidence satisfactory to Bank that all claims then existing for labor, services and materials enforceable by lien upon the premises have been paid in full or provision acceptable to Bank has been made therefor; and, if such disbursement is the disbursement of the final balance of such proceeds, (C) a certificate of such architect or engineer that such restoration has been completed to the extent of the total amounts priced therefor, in accordance with the plans approved by Bank in good and workmanlike manner and in accordance with all laws, rules, regulations, orders, codes and ordinances then applicable to such restoration; and (for all disbursements) (D) such other reasonable items as Bank shall request.

cc. If Company fails within a reasonable time not exceeding three hundred sixty-five (365) days (subject to extension as hereinafter provided) to restore the improvements, Bank, at its option, may restore the improvements for and on behalf of the Company and may do any act or thing as Beneficiary deems necessary or appropriate to that end. The three hundred sixty-five (365) day period set forth in the preceding sentence shall be extended (but not more than an additional one hundred eighty (180) days) by the number of days the restoration is delayed by strikes, lockouts or other labor disruptions, inclement weather and other causes beyond the control of Company and of which Company gives Bank notice within ten (10) days after commencement of such delay.

dd. Notwithstanding anything to the contrary herein contained, the foregoing agreements of Bank are subject always to the right and option of Bank to apply all or any portion of such proceeds to cure any default existing or arising at any time or times in the terms, covenants and conditions of this Mortgage or the Note or any document in connection therewith.

1.07 <u>Care of the Property</u>.

(a) The Company will preserve and maintain the Mortgaged Property in good condition and repair, will not commit, permit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Company will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof, and will not abandon the Mortgaged Property.

(b) Except as otherwise permitted herein, in the Note, or in the Reimbursement Agreement, no buildings, structures, improvements, fixtures, personal property comprising part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of the Bank.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause or condemned, the Company will give immediate written notice of the same to the Bank.

(d) The Company will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirement of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof, including, without limitation, those regulating the maintenance and/or removal of asbestos-containing materials, and with all instruments and documents or record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof. Electricity, gas, sewer, water and all other utilities necessary for operation on the Mortgaged Property are and shall be in sufficient capacity to serve such operations.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, and the proceeds of insurance are made available to Company for restoration, the Company will promptly restore the Mortgaged Property to the equivalent of its original condition. If a part of the Mortgaged Property shall be physically damaged through condemnation, and the proceeds of such condemnation are made available to Company for restoration, the Company will promptly restore, repair or alter the remaining property in a manner satisfactory to the Bank.

(f) Company shall allow Bank access to the Mortgaged Property at reasonable times and upon reasonable notices for purposes of inspection to determine compliance of the Mortgaged Property with this Mortgage, the Note, the Reimbursement Agreement and any other document in connection therewith.

(g) Company shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Company's title to the Mortgaged Property or any portion thereof, or in such manner as might reasonably make possible a claim or claims of easement by prescription or adverse possession by the public, as such, or of implied dedication of the Mortgaged Property or any portion thereof. Company shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purpose.

1.08 <u>Further Assurances; After Acquired Property</u>.

At any time, and from time to time, upon request by the Bank, the Company will make, execute and deliver or cause to be made, executed and delivered, to the Bank, and where appropriate, to cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desireable by the Bank, any and all such other and further mortgages, security agreements, financing assurances, certificates and other document, as may, in the reasonable opinion of the Bank, be necessary or desirable in order to effectuate, complete,

perfect, or to continue and preserve (a) the obligations of the Company under the Mortgage and the Note, and (b) the lien and security interest upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Company. Upon any failure by the Company so to do, the Bank may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Company, and the Company hereby irrevocably appoints the Bank the agent and the attorney-in-fact coupled with an interest of the Company so to do. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.09 Leases and Other Agreements Affecting Mortgaged Property.

(a) The Company will duly and punctually perform all terms, covenants, conditions and agreements being upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof, including but not limited to the Lease Agreement. The Company represents that (i) it has heretofore furnished the Bank true and complete copies of all such leases, agreements and instruments existing on the date of this Second Mortgage, including but not limited to the Lease Agreement, (ii) the Company will not, without the express written consent of the Bank, enter into any new lease or modify, surrender, terminate, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, and (iii) the Company will not permit (A) an assignment of any lease or (B) any sublease without the express written consent of the Bank. If the Bank so requests, the Company shall cause the tenant under each or any of such leases entered into after the date hereof and existing leases which provide therefor to enter into subordination and attornment agreements with the Bank which are satisfactory to the Bank. The Company will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of the Bank. In order to further secure payment of the indebtedness secured hereby and the observance, performance and discharge of the Company's obligations under this Second Mortgage and the Note, the Company hereby assigns, transfers and sets over to the Bank, for the benefit of Bank and its respective successors and assigns, all of the Company's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof, provided that unless and until an Event of Default occurs, the Company shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Second Mortgage) as and when they become due and payable. The Bank shall be liable to account only for rents, issues, profits,

revenues, awards and other benefits of the Mortgaged Property actually received by the Bank pursuant to any provision of this Second Mortgage. After the occurrence of an Event of Default, the Company hereby further grants to the Bank the right, at Bank's option, to enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, income and other benefits, to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Bank, to lease the Mortgaged Property or any part thereof, and to apply the rents, income and other benefits, after payment of all necessary charges and expenses, on account of the indebtedness and other sums secured hereby. Such assignment and grant shall continue in effect until the indebtedness and other sums secured hereby are paid, the execution of this Second Mortgage constituting and evidencing the irrevocable consent of the Company to the entry upon and taking possession of the Mortgaged Property by the Bank pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this paragraph by the Bank nor the application of any such rents, income or other benefits to the indebtedness and other sums secured hereby shall cure or waive any default or notice of default hereunder, or invalidate any act done pursuant hereto or pursuant to any such notice, but shall be cumulative of all other rights and remedies.

(b) The Company represents and warrants that the Lease Agreement and any other lease is presently in full force and effect and that no default exists in the Lease Agreement or such lease on the part of the landlord or tenant nor are there any circumstances which, through the passage of time or giving of notice or both, would ripen into a default. As the Lease Agreement or any other lease expires or terminates, and as any new lease shall be made, the Company shall so notify the Bank in order that at all times the Bank shall have a current list of all leases affecting the property described herein. The assignment contained in this Second Mortgage shall not be deemed to impose upon the Bank any of the obligations or duties of the Company provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or the Lease Agreement in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Second Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof), and the Company shall comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. The Company, if required by the Bank, shall furnish promptly to the Bank original or certified copies of all leases now existing or hereafter created.

With respect to the assignment contained in this Second Mortgage, the Company shall, from time to time upon request of the Mortgagee, specifically assign to the Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by the Bank, all right, title and interest of the Company in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to

the Company to collect the rentals under any such lease. The Company shall also execute and deliver to the Bank any notification, Financing Statement or other document reasonably required by the Bank to perfect the foregoing assignment as to any such lease.

1.10 Expenses.

The Company will immediately upon demand pay or reimburse the Bank for all reasonable attorneys' fees, costs and expenses incurred by the Bank in any action, proceeding or dispute of any kind in which the Bank is made a party, or appears as an intervener or party plaintiff or defendant, affecting or relating to this Second Mortgage, the Note, the Company, or the Mortgaged Property, including, but not limited to, the foreclosure of this Second Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Bank shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Second Mortgage, and shall bear interest at the applicable rate provided in the Note for the interest payable after default (the "Default Rate").

1.11 Subrogation.

The Bank shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid by the Bank.

1.12 Impairment of Security.

Without limitation of any other provision hereof, the Company will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of the Bank; any such assignment made without the Bank's prior written consent shall be null and void and of no force and effect and the making thereof shall, at the option of the Bank, constitute an Event of Default under this Second Mortgage. Without limitation of the foregoing, the Company will not in any other manner impair the security of this Second Mortgage for the payment of the indebtedness secured hereby.

1.13 Saving Clause.

If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or of any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under such law, and if for any reason whatsoever, the Bank shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not due and payable) and not to the payment of interest.

1.14 Prohibition of Transfer.

Except to the extent permitted in the Reimbursement Agreement, the Company will not, without the prior written consent of the Bank, sell, sublease, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest, legal or equitable, in the Mortgaged Property. Any such sale, assignment or transfer made without the Bank's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of the Bank, constitute an Event of Default under this Mortgage. Notwithstanding the foregoing, the Company now agrees that in the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than the Company, the Bank may, without notice to the Company, deal in any way with such successor or successors in interest with reference to the Second Mortgage and the Note and other sums hereby secured without in any way vitiating or discharging the Company's liability thereunder or under the Note and other sums hereby secured. No sale of the Mortgaged Property, no forbearance to any person with respect to this Second Mortgage, and no extension to any person of the time for payment of the Payment Obligations and other sums hereby secured given by the Bank shall operate to release, discharge, modify, change or affect the original liability of the Company either in whole or in part.

1.15 Prohibition of Further Encumbrance.

Except to the extent permitted in the Reimbursement Agreement, the Company will not, without the prior written consent of the Bank, further mortgage, grant a deed of trust, pledge or otherwise encumber, whether by operation of law or otherwise, all or any portion of its interest in the Mortgaged Property. Any such encumbrance made without the Bank's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of the Bank, constitute an Event of Default under this Second Mortgage.

ARTICLE II

2.01 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The occurrence of any default under the Note which remains uncured beyond the applicable cure period, if any, expressly provided for the cure thereof under the Note; or

(b) Failure by the Company to duly observe or perform any other term, covenant, condition or agreement of this Second Mortgage and the continuance of such failure for a period of thirty (30) days after written notice thereof to the Company; or

(c) Failure by the Company to duly observe or perform any term, covenant, condition or agreement in the Lease Agreement, in the Security Agreement dated as of February 20, 1991, and executed by the Company in favor of the Bank or in any assignment of lease, assignment of rents or any other agreement or instrument given or made as additional security for the performance of this Second Mortgage or of the Note and the continuance of such failure for any period of grace provided thereon.

2.02 Acceleration.

If an Event of Default shall have occurred and be continuing, then the Payment Obligations outstanding shall, at the option of the Bank, immediately become due and payable without notice or demand.

2.03 Bank's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred and be continuing, the Company, upon demand of the Bank, shall forthwith surrender to the Bank the actual possession, and if and to the extent permitted by law, the Bank itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude the Company and its agents and employees wholly therefrom, and may have joint access with the Company to the books, papers and accounts of the Company.

(b) If the Company shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by the Bank, the Bank may obtain a judgment or decree conferring on the Bank the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to the Bank, to the entry of which judgment or decree the Company specifically consents.

(c) The Company will pay to the Bank, upon demand, all expenses of the Bank (including, without limitation, expenses and reasonable fees of attorneys, paralegals working with attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce the Bank's rights under the Note or this Second Mortgage, and all such expenses shall, until paid, be secured by this Second Mortgage and shall bear interest at the Default Rate.

(d) Upon every such entering upon or taking of possession, the Bank may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personality and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and

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exercise all the rights and powers of the Company to the same extent as the Company could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Bank, all as the Bank from time to time may determine to be to its best advantage. The Bank may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other similar charges as the Bank may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the compensation, expenses and disbursements of the attorneys, paralegals working with attorneys, and agents of the Bank, shall apply the remainder of the monies and proceeds so received by the Bank as additional security for the Payment Obligations.

(e) If any Event of Default shall be declared by the Bank and be continuing, the Bank may, in addition to any other rights and remedies hereunder, exercise any and all remedies provided in the Note and in any other document or instruments securing or guaranteeing the Note.

(f) The Bank shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by them, or any of them or their representatives, which was taken or omitted in good faith.

2.04 <u>Performance by the Bank of Defaults</u>.

If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Second Mortgage (whether or not the same shall constitute an Event of Default) the Bank may (but shall not be obligated to), at its option, pay, perform or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by the Bank in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Company to the Bank with interest thereon at the Default Rate. The Bank shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Bank is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Company or any person in possession holding under the Company.

2.05 Receiver.

If an Event of Default shall have occurred and be continuing the Bank, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. The Company will pay to the Bank upon demand (with interest thereon at the Default Rate) all expenses, including receiver's fees, attorneys' fees (including fees of paralegals working with attorneys), costs and agent's compensation, incurred by the Bank pursuant to the provisions of this paragraph; and all such expenses shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Second Mortgage, and shall bear interest at the Default Rate.

2.06 The Bank's Power of Enforcement.

If an Event of Default shall have occurred and be continuing, the Bank may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce the performance of any term, covenant, condition or agreement of this Second Mortgage or of the Note or any other rights, (b) to foreclose this Second Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as the Bank may determine, and (c) to pursue any other remedy available to it under the Note or under any other document or instrument securing or guarantying the Note, or at law or equity or by statute, all as the Bank shall deem most effectual for such purposes. The Bank may take action either by such proceedings or by the exercise of the Bank's powers with respect to entry or taking possession, as the Bank may determine. The Bank may elect to pursue any one or more of the foregoing.

2.07 Purchase by the Bank.

Upon any foreclosure sale, the Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Liabilities as a credit to the purchase price.

2.08 Fees and Expenses; Application of Proceeds of Sale.

In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of the Bank for attorney's fees (including fees of paralegals working with attorneys), appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of recording all

abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as the Bank may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs or expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale.

2.09 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.

The Company agrees, to the full extent permitted by law, that if an Event of Default occurs hereunder, neither the Company nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Second Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Company, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the state in which the Land is located) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. The Company represents that it is duly authorized and empowered to execute this Second Mortgage, including the foregoing agreements, waivers and releases.

2.10 Leases.

The Bank, at its option, is authorized to foreclose this Second Mortgage subject to the rights of any tenants, including, without limitation, Bottle Werks, of the Mortgaged Property, and the failure to make such tenants, including without limitation Bottle Werks, parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Company, a defense to any proceedings instituted by the Bank to collect the sums secured hereby, or any deficiency remaining unpaid after this foreclosure sale of the Mortgaged Property.

2.11 Discontinuance of Proceedings and Restoration of the Parties.

In case the Bank shall have proceeded to enforce any right, power or remedy under this Second Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bank, then and

in every such case the Company and the Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Bank shall continue as if no such proceeding had been taken.

2.12 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Bank by this Second Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.13 Waiver.

No delay or omission of the Bank to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Second Mortgage may be exercised from time to time and as often as may be deemed expedient by the Bank. No consent or waiver, express or implied, by the Bank to or of any breach or default by the Company in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Company hereunder. Failure on the part of the Bank to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Bank of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Company.

If the Bank (a) grants forbearance or any extension of time for the payment of any sums or indebtedness secured hereby; (b) takes other or additional security for the payment of any sums or indebtedness secured hereby; (c) waives or does not exercise any right granted herein or in the Note or in any other document or instrument securing the Note; (d) releases with or without consideration any of the Mortgaged Property from the lien of this Second Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of this Second Mortgage or of the Note or of any other document or instrument securing the Note; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in the clause (e) above) the original liability under this Second Mortgage, the Note or any other obligation of the Company or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or

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guarantor; nor shall any such act or omission preclude the Bank from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Bank, shall the lien of this Second Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, the Bank, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer as set forth in Paragraph 1.14 hereof.

The Company agrees that the Bank, in addition to any and all rights and remedies that it may otherwise have pursuant to this Second Mortgage, may consent to the substitution, exchange or release of all or any portion of any other security the Bank may hold with respect to the indebtedness secured by this Second Mortgage and, in the case of a substitution or exchange of security, whether or not such new security received by the Bank shall be of the same or a different character or value from the security released, and that should the Bank foreclose this Second Mortgage or realize on any other security for payment of the indebtedness secured by the Second Mortgage, the Bank may apply the proceeds thereof to the indebtedness secured by this Second Mortgage without the necessity of realizing in any other security for the indebtedness secured by this Second Mortgage, the Company hereby waiving and releasing any right to require the marshalling of other security for the payment of indebtedness secured by this Second Mortgage.

Without limitation of the foregoing, the right is hereby reserved by the Bank to make partial release or releases of the Second Mortgage of any other security held by the Bank with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Second Mortgage on the portion of said property not so released.

2.14 Company Payment Obligations.

(a) If default shall be made in the payment of any amount due under the Note, this Second Mortgage, any guaranty of the indebtedness evidenced by the Note, or any other instrument securing the Note, the Bank shall be entitled to sue for and to recover judgment against the Company for any amount due and unpaid together with costs and expenses, including without limitation the reasonable compensation,

expenses and disbursements of the Bank's agents, attorneys (including without limitation paralegals working with attorneys) and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Second Mortgage; and the right of the Bank to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Second Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, the Bank shall be entitled to enforce payment from the Company of all amounts then remaining due and unpaid and to recover judgment against the Company for any portion thereof remaining unpaid, with interest.

(c) The Company hereby agrees, to the extent permitted by law, that no recovery of any judgment by the Bank and no attachment or levy of execution upon any of the Mortgaged Property or any other property of the Company, shall in any way affect the lien of this Second Mortgage upon the Mortgaged Property or any part thereof or any lien rights, powers or remedies of the Bank hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Any monies collected or received by the Bank under this paragraph 2.14 shall be applied to the payment of compensation, expenses and disbursements of the agents, attorneys (including without limitation paralegals working with attorneys) and other representatives of the Bank, and the balance remaining shall be applied to the payment of amounts due and unpaid under the Note, this Second Mortgage and all other instruments securing the Note.

(e) The provisions of this paragraph shall not be deemed to limit or otherwise modify the provisions of any guaranty of the indebtedness evidenced by the Note.

2.15 <u>Bank's Remedies against Multiple Parcels</u>. If more than one property, lot or parcel is covered by this Second Mortgage, and if this Second Mortgage is foreclosed upon, or judgment is entered upon any indebtedness secured hereby, or if Bank exercises any power of sale, execution may be made upon or Bank may exercise any power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and any execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Bank's election.

ARTICLE III

3.01 <u>Suits to Protect the Mortgaged Property</u>.

The Bank shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the

Mortgaged Property by any acts which maybe unlawful or in violation of this Second Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Bank and all costs and expenses incurred by the Bank in connection therewith (including, without limitation, reasonable attorney's fees and fees of paralegals working with attorneys) shall be paid by the Company to the Bank on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.02 The Bank May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Company, its creditors or its property, the Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Bank allowed in such proceedings for the entire amount due and payable by the Company under this Second Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Company hereunder after such date.

3.03 Successors and Assigns.

This Second Mortgage shall inure to the benefit of and be binding upon the Company, its successors and permitted assigns, and shall inure to the benefit of the Bank, its successors, transferees and assigns. Whenever a reference is made in this Second Mortgage to the Company, such reference shall be deemed to include a reference to the successors and permitted assigns of the Company. Whenever a reference is made in this Second Mortgage to the Bank, such reference shall be deemed to include a reference to the successors and assigns of the Bank.

3.04 Notices.

All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by the Bank to the Company shall be addressed to the Company at:

Dobson Leasing Co.
8822 South Dobson
Chicago, Illinois 60619
Attention: Mr. Guy Gardner
Telephone: 312-978-4037
Facsimile: 312-978-2333

With a copy to:

Ronald R. Delmenico, Esq.
Delmenico and Associates
Suite 2240
20 North Wacker Drive
Chicago, Illinois 60606
Telephone: 312-641-5311
Facsimile: 312-641-5342

or to such other address as the Company may from time to time designate by written notice to the Bank given as herein required. All notices, demands and requests by the Company to the Bank shall be addressed to the Bank at:

The First National Bank of Chicago
Two First National Plaza
Chicago, Illinois 60670
Attention: Wilbert J. Hemby
Telephone: 312-732-4612
Facsimile: 312-407-2715

or to such other address as Bank may from time to time designate by written notice to the Company given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder (i) five days after the time such notice, demand or request shall be deposited in the United States mails, first class postage prepaid; (ii) upon transmission to the number above specified in the case of a facsimile; or (iii) upon delivery if personally delivered or sent by courier, charges prepaid or arranged for.

3.05 Terminology.

All personal pronouns used in this Second Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Second Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Second Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

3.06 Severability.

If any provisions of this Second Mortgage or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Second Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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3.07 Applicable Law.

This Second Mortgage shall be governed by and interpreted and construed in accordance with the laws of the State of Illinois. Nothing herein shall be deemed to limit any rights, powers or privileges which the Bank may have by reason of its being a national banking association pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by the Bank which is lawful pursuant to, or which is permitted by any of the foregoing.

3.08 Security Agreement and Financing Statement.

This Second Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. The Bank shall have all the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded by Bank by this Second Mortgage or any other agreement.

The Company (as Debtor) hereby grants to the Bank (as Creditor and Secured Party) a security interest in all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property, subject only to any prior security interests permitted under the Reimbursement Agreement and to any prior security interests held by the Bank.

The Company shall execute any and all such documents, including, without limitation, Financing Statements, pursuant to the Uniform Commercial Code of the State of Illinois, as the Bank may request to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures, and shall pay to the Bank on demand any expenses incurred by the Bank in connection with the preparation, execution and filing of any such documents. The Company hereby authorizes and empowers the Bank to execute and file, on the Company's behalf, all Financing Statements and refilings and continuations thereof as the Bank deems necessary or advisable to create, preserve and protect such lien.

The Company and the Bank agree that the filing of a Financing Statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be regarded as part of the real estate

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encumbered by this Second Mortgage irrespective of whether (i) any such item is physically attached to the Land or improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Bank, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Company's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of the Bank as determined by this instrument or impugning the priority of the Bank's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Bank in the event any court or judge shall at any time hold with respect to (1), (2) or (3) that notice of the Bank's priority of interest to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

Company and Bank have entered into a certain Security Agreement of even date herewith, and in the event of conflict between this paragraph and said Security Agreement, the Security Agreement shall control.

3.09 Modification.

No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by Company and Bank or their respective successors and assigns.

3.10 No Merger.

It being the desire and intention of the parties hereto that the Second Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Bank acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by the Bank as evidenced by an appropriate document duly recorded, this Second Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Second Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 Delivery of Summons, Notices, Etc.

(a) If any action or proceeding shall be instituted to evict the Company or Bottle Werks or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Second Mortgage, the Company will immediately, upon

service thereof on or by the Company, deliver to the Bank a true copy of each praecipe, petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(b) The Company shall notify the Bank promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the Mortgaged Property; (ii) receipt of any notice from any tenant leasing all or any portion of the Mortgaged Property, including without limitation Bottle Werks; (iii) any change in the occupancy of the Mortgaged Property; (iv) receipt of any notice from the holder of any other lien or security interest in the Mortgage Property; or (v) commencement of any judicial or administrative or arbitration proceedings by or against or otherwise affecting the Company, any guarantor of the obligations evidenced by the Note, the Mortgaged Property or any entity controlled by or under common control with the Company or any such guarantor, or any other action by any creditor thereof as a result of any default under the terms of any loan.

3.13 Environmental Matters.

The Company hereby represents, warrants and covenants that, except as otherwise disclosed on Exhibit B attached hereto and made a part hereof,

(a)(i) the operations of the Company, any of its subsidiaries and Bottle Werks on the Mortgaged Property or otherwise comply in all material respects with all applicable federal, state and local environmental, health and safety statutes and regulations ("Requirements of Law");

(ii) each of the Company or Bottle Werks, as the case may be, has obtained all environmental, health and safety permits necessary for operation on the Mortgaged Property; all such permits are in good standing; and the operations on the Mortgaged Property comply with the terms and conditions of such permits;

(iii) neither the Company, any of its subsidiaries, nor Bottle Werks, nor any of their respective present property or operations, nor any of their respective past property or operations, is subject to any order from or agreement with any governmental authority or private party respecting (aa) any Requirements of Law, (bb) any action required to clean up, remove or treat contaminants or prevent their release in the environment, or (cc) any environmental liabilities and costs arising from the release or threatened release of contaminant into the environment;

(iv) neither the Company nor any of its subsidiaries nor Bottle Werks nor the Mortgaged Property is subject to any judicial or administrative proceeding alleging a violation of any Requirement of Law nor are they, to the best of their knowledge after due inquiry,

the subject of a federal or state investigation evaluating whether any remedial action is needed to respond to a release of any hazardous or toxic waste, substance or constituent, or other substance into the environment;

(v) neither the Company nor any of its subsidiaries nor Bottle Werks has filed any notice under any Requirement of Law indicating past or present treatment, storage or disposal of a "hazardous waste," as that term is defined under 40 CFR Part 261 or any state equivalent at any of its past or present properties, and no such notice has been filed by any person with respect to the Mortgaged Property;

(vi) neither the Company nor any of its subsidiaries nor Bottle Werks has filed any notice under any applicable Requirement of Law reporting a release of a contaminant into the environment;

(vii) neither the Company nor any of its subsidiaries nor Bottle Werks has received any notice or claim that it is or may be liable to any person as a result of the release or threatened release of a contaminant into the environment; and

(viii) no lien in favor of any governmental entity for any liability under any Requirement of Law or damages or costs arising from the release of contaminants into the environment has attached to any property of the Company or any of its subsidiaries or Bottle Werks.

(b) Promptly after learning of the occurrence of any of the following, Company shall give Bank oral and written notice thereof, describing the same and the steps being taken by the Company with respect thereto: (i) the happening of any event involving the spill, release, leak, seepage or discharge of a material quantity, or cleanup of any hazardous or toxic waste, substance or constituent; (ii) notice that the Company's or Bottle Werk's operations on the Mortgaged Property are not in material compliance with Requirements of Law; (iii) notice that Company or any of its subsidiaries or Bottle Werks is subject to federal or state investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other substance from the premises into the environment; or (iv) notice that the Mortgaged Property or Bottle Werk's leasehold interest is subject to a lien in favor of any governmental entity for (aa) any liability under federal or state environmental laws or regulations or (bb) damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other substance into the environment.

(c) The Company shall have commenced, on or before August 23, 1990, and the Company has thereafter with due diligence performed and completed, the Remediation Work in accordance with and within the time periods set forth in the Remediation Proposal, and any and all other work required in order that the Company, Bottle Werks and the

Mortgaged Property comply in all material respects with Requirements of Law. Bank shall have the right to perform or to require Company to perform such environmental audits and/or environmental risk assessments of the Mortgaged Property, waste management practices and/or waste disposal sites used by Company. Any such environmental audit shall (i) investigate any environmental hazards or conditions for which the Company may be liable with regard to (aa) the Mortgaged Property, (bb) waste management practices and/or (cc) waste site disposal sites used by Company and (ii) determine whether the Company's and/or Bottle Werk's operations on the Mortgaged Property, comply in all respects deemed material by the Bank with all applicable environmental, health and safety statutes and regulations. Any such audits and/or risk assessment must be by an environmental consultant satisfactory to Bank, after consultation with the Company. All costs and expenses incurred by Bank in the performance of an environmental audit and/or risk assessment shall be secured by this Second Mortgage and shall be payable by Company upon demand or charged to Company's balance at the discretion of Bank.

(d) The Company agrees to indemnify the Bank, its directors, officers and employees and its successors and assigns (the "Indemnified Parties") against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Indemnified Party is a party thereto, and other fees of attorneys and paralegals) which any of them may pay or incur or suffer or have asserted against them and which arise out of or relate to the Company, any of its subsidiaries, Bottle Werks or the Mortgaged Property being out of compliance with any Requirements of Law, or the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Mortgaged Property of any hazardous or toxic waste, substance or constituent, or other substance, or any of the representations in 3.13(a) above being untrue.

3.14 <u>No Partnership</u>.

The Company acknowledges and agrees that in no event shall the Bank be deemed to be a partner or joint venturer with the Company. Without limitation of the foregoing, the Bank shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Second Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or on account of receiving contingent interest, if any, or any release fee for partial releases of this Second Mortgage, or otherwise.

3.15 <u>Time is of the Essence</u>.

Time is of the Essence of this Mortgage and of every part hereof.

3.16 IRPTA.

The Company represents and warrants that it has timely complied with all applicable requirements imposed upon it by the Illinois Responsible Property Transfer Act, Ill. Rev. Stat. Ch. 30 ¶901 et seq.

IN WITNESS WHEREOF, the Company herein has caused this Second Mortgage to be duly executed by its duly authorized officers, all on the day and year first above written.

DOBSON LEASING CO., an
Illinois corporation

By: _____
Its: President

ATTEST:

_____

(SEAL)

PREPARED BY AND AFTER RECORDING, RETURN TO:
The First National Bank of Chicago
One First National Plaza
Suite 0120
Chicago, IL 60670
Paul S. Nelson

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MAXINE TRILLER, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GUY GARDNER, personally known to me to be the President of Dobson Leasing Co., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of said association as his free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of February, 1991.

Maxine Triller
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Maxine Triller
Notary Public, Cook County, State of Illinois
My Commission Expires 7/10/91

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EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET, WITH THE EAST LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 213.26 FEET, THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF EAST 95TH STREET, A DISTANCE OF 320.30 FEET TO THE EAST LINE OF A RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID RIGHT OF WAY WHICH IS PARALLEL WITH THE AFORESAID EAST LINE OF COTTAGE GROVE 711.53 FEET TO AN INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH WEST: THENCE SOUTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 278.94 FEET, A DISTANCE OF 338.43 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 1200 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 1200 FEET BEING MEASURED ON THE EAST LINE OF COTTAGE GROVE AVENUE AND SAID POINT OF INTERSECTION OF SAID CURVED LINE BEING 539.82 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE EAST ALONG SAID LINE 30.18 FEET; THENCE NORTHWESTERLY 127.42 FEET TO A POINT OF INTERSECTION OF A LINE 1100 FEET SOUTH OF THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ON A LINE 450 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE, SAID 450 FEET BEING MEASURED ON THE SOUTH LINE OF EAST 95TH STREET, AND ON A LINE PARALLEL THERETO; THENCE NORTHEASTERLY ALONG SAID LINE WHICH IS 450 FEET EAST OF AND PARALLEL TO THE EAST LINE OF COTTAGE GROVE AVENUE FOR A DISTANCE OF 1100 FEET TO THE SOUTH LINE OF EAST 95TH STREET; THENCE WEST ALONG SAID LINE 450 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF COTTAGE GROVE AVENUE AS NOW LAID OUT WHICH IS 213.26 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF EAST 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 300 FEET: THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES, DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE EAST 12 FEET TO THE SOUTH EAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ON A CONTINUATION OF THE EASTERLY LINE THEREOF 90 FEET, THENCE NORTHERLY 88.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WHICH IS 315.08 FEET SOUTHERLY FROM ITS INTERSECTION WITH THE SOUTH LINE OF EAST 95TH STREET (AS MEASURED ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE); THENCE CONTINUING SOUTHWESTERLY ALONG THE EASTERLY LINE OF COTTAGE GROVE AVENUE 101.82 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET 300 FEET, THENCE NORTHEASTERLY PARALLEL WITH THE EASTERLY LINE OF COTTAGE GROVE AVENUE 11.82 FEET, THENCE NORTHEASTERLY 88.53 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET DRAWN THROUGH THE POINT OF BEGINNING, THENCE WEST ALONG SAID LINE 288 FEET TO THE POINT OF BEGINNING, TOGETHER WITH A TRIANGULAR PARCEL OF LAND SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES DESCRIBED BY BEGINNING AT A POINT 288 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE EAST 12 FEET TO THE SOUTH EAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ON A CONTINUATION OF THE EASTERLY LINE THEREOF, 90 FEET; THENCE NORTHERLY 88.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A PARCEL OF LAND IN THE NORTH WEST 1/4 OF SAID SECTION 11, BEING THAT PART OF THE SOUTHERLY 293.64 FEET OF THE NORTHERLY 506.90 FEET LYING SOUTH OF THE SOUTH LINE OF EAST 95TH STREET OF A 20 FOOT STRIP OF LAND EAST OF AND ADJOINING A LINE 300 FEET (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF 95TH STREET) EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AS DEDICATED BY PLAT RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39, SAID NORTHERLY AND SOUTHERLY MEASUREMENTS BEING MADE ON THE LINE PARALLEL WITH AND 300 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE, AND SAID 20 FEET WIDTH OF SAID STRIP BEING MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID STRIP, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF 95TH STREET, 450 FEET (MEASURED ALONG SAID SOUTHERLY LINE OF 95TH STREET) EASTERLY OF THE INTERSECTION OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE (AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) WITH SAID SOUTHERLY LINE OF 95TH STREET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF 95TH STREET, 50 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH COTTAGE GROVE AVENUE 800 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET 200 FEET; THENCE SOUTHERLY ALONG A

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LINE PARALLEL WITH COTTAGE GROVE AVENUE 400 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF 95TH STREET, 150 FEET, THENCE NORTHWESTERLY ON A LINE MAKING AN ANGLE OF 129 DEGREES 53 MINUTES MEASURED FROM EAST TO WEST WITH THE LAST DESCRIBED COURSE; APPROXIMATELY 127.42 FEET TO THE POINT 1100 FEET SOUTH OF THE SOUTH SIDE OF 95TH STREET (MEASURED ON A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE) AND 450 FEET EAST OF SAID LINE OF COTTAGE GROVE AVENUE (AS MEASURED ALONG A LINE PARALLEL TO THE EAST SIDE OF COTTAGE GROVE AVENUE), THENCE NORTHEASTERLY ON SAID PARALLEL LINE 1100 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 1100 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AND 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1100 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) THENCE EAST ON SAID LINE 105.33 FEET TO AN INTERSECTION WITH THE CURVED LINE CONVEX TO THE SOUTH WEST WITH A RADIUS OF 296.94 FEET, WHICH IS DESCRIBED IN THE WARRANTY DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., TO GUARDITE CORPORATION, DATED OCTOBER 20, 1949 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 14658448, THENCE SOUTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 23.80 FEET TO AN INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, SAID 1120 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE, THENCE WEST ALONG SAID INTERSECTING LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE AND THENCE NORTHERLY 20 FEET TO THE POINT OF BEGINNING, ALL OF PARCEL C DESCRIBED IN AND CONVEYED BY SAID DEED RECORDED AS DOCUMENT 14658448, EXCEPT PART OF SAID PARCEL C WHICH IS CONVEYED BY GUARDITE CORPORATE TO UNITED SPECIALTIES COMPANY BY WARRANTY DEED AND AGREEMENT DATED JULY 18, 1951 AND RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 15111366, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL WITH AND 1100 FEET SOUTH (MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE AS SAID AVENUE IS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39) OF THE SOUTH LINE OF EAST 95TH STREET WITH THE SAID EAST LINE OF COTTAGE GROVE AVENUE; RUNNING THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID COTTAGE GROVE AVENUE 20 FEET, THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, 275 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE 20 FEET AND THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET 275 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF 95TH STREET 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ON SAID LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 609.45 FEET; THENCE EAST ON A LINE PARALLEL WITH 95TH STREET A DISTANCE OF 630 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11; THENCE NORTH ON SAID PARALLEL LINE A DISTANCE OF 1178.55 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF 95TH STREET, SAID POINT 1100 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE WEST ON THE SOUTH LINE OF 95TH STREET A DISTANCE OF 50 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 11 A DISTANCE OF 580 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH 95TH STREET; THENCE WEST ON SAID PARALLEL LINE A DISTANCE OF 463.19 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EAST OF A 20 FOOT STRIP OF LAND IN THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE SOUTH LINE OF 95TH STREET, 700 FEET EAST OF THE EASTERLY LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH COTTAGE GROVE AVENUE A DISTANCE OF 590.55 FEET TO A POINT WHICH IS 580 FEET SOUTH OF THE SOUTH LINE OF 95TH STREET; THENCE EAST ON A LINE 580 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF 95TH STREET A DISTANCE OF 128.62 FEET TO THE POINT OF BEGINNING AND THE CENTER LINE OF AN EXISTING RAILROAD SPUR TRACK; THENCE SOUTHEASTERLY ON A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES 48 MINUTES (IN THE SECOND QUADRANT) WITH THE LAST DESCRIBED LINE A DISTANCE OF 44 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 4452.51 FEET AN ARC DISTANCE OF 259 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 347.13 FEET AN ARC DISTANCE OF 382.09 FEET TO THE POINT OF TERMINATION; SAID POINT INTERSECTING A LINE 1178.55 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET, BEING 169.40 FEET WEST OF THE SOUTH WEST CORNER OF COTTAGE GROVE HEIGHTS ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 9059581 ON OCTOBER 8, 1925, IN COOK COUNTY, ILLINOIS.

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PARCEL 9: 91085817

THAT PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 1200 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET; AND 500.18 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE (SAID 1200 FEET BEING MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF COTTAGE GROVE AVENUE AND FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 95TH STREET WITH THE EAST LINE OF COTTAGE GROVE AVENUE AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 29, 1907 IN BOOK 95 OF PLATS, PAGE 39); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 296.94 FEET A DISTANCE OF 52.97 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREWITH DESCRIBED, THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 65.47 FEET TO THE POINT OF INTERSECTION WITH A LINE 1120 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF EAST 95TH STREET AS MEASURED ALONG THE EAST LINE OF COTTAGE GROVE AVENUE, THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 275 FEET EAST OF THE EAST LINE OF COTTAGE GROVE AVENUE; THENCE SOUTHEASTERLY 173.795 FEET TO THE SAID DESCRIBED POINT OF BEGINNING,

ALL IN COOK COUNTY, ILLINOIS

Commonly Known As: 9535 South Cottage Grove, Chicago, Illinois 60628
P.I.N.: 25-11-100-033 (affects parcels 1,2,3 and 4)
25-11-100-031 (affects parcel 5)
25-11-100-028 (affects parcel 6)
25-11-100-026 (affects parcel 7)
25-11-100-043 (affects parcel 8)
25-11-100-038 (affects parcel 9)

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