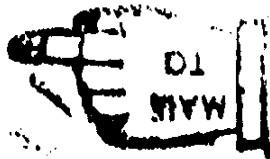


This document prepared by and after recording mail to:

John R. Joyce, Esq.
Shefsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2500
Chicago, Illinois 60611



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MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT
(INCLUDES WAIVER OF RIGHT OF REDEMPTION
AND PROVISION FOR DUE ON SALE OR
FURTHER ENCUMBRANCE)

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of this 28th day of February, 1991, by and between Johnstone, Inc., an Illinois corporation (hereinafter referred to as the "Mortgagor"), with offices at 5420 South Kimbark, Chicago, Illinois, and University Financial Savings, F.A., a federally chartered stock savings and loan association, (the "Mortgagee"), with offices at 28 North Grove Avenue, Elgin, Illinois 60120.

W I T N E S S E T H:

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal sum of \$382,000 evidenced by that certain Promissory Note of Mortgagor of even date herewith (the "Note"), made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promised to pay the said principal sum, late charges, and interest at the rate and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on August 31, 1992. All such payments on account of the Indebtedness (as that term is hereinafter defined) secured hereby shall be applied first to interest on the unpaid principal balance, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal, all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee; and

WHEREAS, to secure the Note, the Mortgagee has required that the Mortgagor cause this Mortgage to be duly executed in favor of Mortgagee.

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest and late charges in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants

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and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter-acquired estate, rights, title and interest therein, situated, lying and being in the County of Cook and State of Illinois, without any relief whatsoever from valuation or appraisal laws of the State of Illinois to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

which, with the property hereinafter described, is collectively referred to herein as the "Premises."

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain fixtures, partitions and attached floor covering now or hereafter therein or thereon, and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled) including (without restricting the foregoing): all fixtures, apparatus, equipment and articles (other than trade fixtures used in the operation of a business and other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises; all rights of the Mortgagor under the plans and specifications, designs, drawings, and other matters prepared for any construction or improvements in or on the Premises, including, without limitation, Plans and Specifications identified in the Loan Agreement, as hereinafter defined; all rights of the Mortgagor under any contracts executed by the Mortgagor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed, or to be performed in connection with, the Premises, including any architect's contracts and the Construction Contract (as defined in the Loan Agreement); it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items or property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and Mortgaged are intended so to be as a unit and are hereby

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understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and Mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.

1. Mortgagor shall: (a) promptly repair, restore or re-build any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy or any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in at least the condition and repair as of the date, hereof, improved as contemplated by the Loan Agreement without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in Paragraph 1.a. below; (d) immediately pay when due (any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such lien to Mortgagee, subject, however to the rights of Mortgagee set forth in Paragraph 1.a. below; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply in all material respects with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use and/or occupancy thereof; (g) make no structural alterations in or on the Premises without Mortgagee's prior written consent or as provided in the Construction Loan Agreement entered into by and between Mortgagor and Mortgagee of even date herewith ("Loan Agreement"); (h) suffer or permit no change in the general nature of the use or occupancy of the Premises without Mortgagee's prior written consent except as contemplated by the Loan Agreement; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all necessary rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; and (j) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof and of the Note within any applicable notice and grace periods

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provided. As used in this Paragraph 1 and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Note, together with all interest and late charges, and all other sums due at any time as provided in the Note and secured by this Mortgage.

Right to Contest

1. a. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such Lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien, and (iii) that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money which shall be sufficient, in the judgment of the Mortgagee, to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of the Mortgagee, such increase is advisable or provide a title indemnity or bond reasonably acceptable to Lender. Such deposits, if held by Mortgagee, are to be held without any interest accruing to the benefit of the Mortgagor. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, after reasonable advance notice to Mortgagor apply the money so deposited with Mortgagee in payment of or on account of such Lien, or that part thereof then unpaid, together with all interest thereon, if any. If the amount of money so deposited with Mortgagee shall be insufficient for the payment in full of such Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon, if any, (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made. After such payments, any sums thereafter remaining shall be refunded to Mortgagor.

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Payment of Taxes

2. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay all special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law, unless Mortgagor provides mortgagee with a title indemnity or bond reasonably acceptable to Mortgagee.

Tax Deposits

3. [Intentionally Deleted]

Insurance Deposits

3a. [Intentionally Deleted]

Mortgagee's Interest In and Use of Tax and Insurance Deposits; Security Interest

4. [Intentionally Deleted]

Insurance

5. Mortgagor shall keep all improvements and the Collateral now or hereafter situated on, or used in connection with, said Premises insured in accordance with the terms of Section 8.1 of that certain Construction Loan Agreement between Mortgagor and Mortgagee dated of even date herewith. Mortgagee shall have the right to direct that any or all of the limits of coverage of the insurance policies herein described be increased to such amounts as the Mortgagee shall, from time-to-time, in the exercise of its reasonable business judgment deem appropriate. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory Mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory Mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mort-

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gagge whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

6. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies. Such insurance proceeds may, at the option of the Mortgagee be: (a) applied in reduction of the indebtedness, whether due or not; or (b) held by the Mortgagee and applied to pay for the cost of repair, rebuilding or restoration of the buildings and other improvements on the Premises. If Mortgagor is not then in default, Mortgagee will, notwithstanding the foregoing, hold the proceeds and apply them to the costs of rebuilding or restoring the Premises. If the Mortgagee shall allow the insurance proceeds to be used for repair, restoration or rebuilding, then the Mortgagee agrees to make said proceeds available to reimburse Mortgagor for the cost of repair, rebuilding or restoration of buildings or other improvements on the Premises, provided that such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require; in such event, the buildings and other improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed ten percent (10%) of the unpaid principal balance as of the date of damage or destruction, then the Mortgagee must approve all plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor or any lessee for the cost of repair, rebuilding or restoration, any surplus, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, as that term is hereinafter defined, shall, at the option of the Mortgagee, be applied on account of the indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust or title insurance company selected by the Mortgagee.

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Stamp Tax; Effect of Changes in Laws Regarding Taxation

7. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, Mortgagee or the Premises, any tax is due or becomes due in respect of the issuance of the Note or any document securing same, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax.

7.1 In the event of the enactment, after this date, of any law of the State of Illinois deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of Mortgages or debts secured by Mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the reasonable opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

Observance of Lease Assignment

8. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor has assigned to the Mortgagee all of its rights, title and interest as landlord in and to the leases listed, if any, on the SCHEDULE OF LEASES attached hereto and all future leases of the Premises.

Mortgagor will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of all or any portion of the Premises except an assignment or pledge securing the Indebtedness; (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; (iii) modify, alter, amend or in any way change the terms and provisions of any lease; or (iv) waive the obligation of any tenant under any of the leases to fully and timely perform in strict accordance with the terms thereof.

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Mortgagor, at its sole cost and expense, will: (i) at all times promptly discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) collaterally transfer and assign or cause to be separately collaterally transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises or any portion thereof hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises, a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee (but provided automatic attornment is provided for in each such lease), attorn to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor-in-interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor-in-interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor-in-interest.

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Each tenant, upon request by said successor-in-interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of material default of landlord in leases of the Premises after the expiration of any and all notice and grace periods provided whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default after the expiration of any and all notice and grace periods provided under any Assignment of Rents and Leases executed pursuant to this Paragraph 8 shall constitute a default hereunder, on account of which the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

Mortgagor and Lien Not Released

9. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor or Mortgagor's successors or assigns or the consent of any guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this Mortgage taken at the request of Mortgagor.

Mortgagee's Performance of Defaulted Acts

10. In case of default herein by Mortgagor and same not being cured within the period, if any, hereinbelow provided, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in Paragraphs 7 or 7.1 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bills, etc.

11. Mortgagee, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) with respect to the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted.

Acceleration of Indebtedness in Case of Default

12. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof or hereof, and the continuance of such default for ten (10) days (b) the Mortgagor or any guarantor of the Note shall (i) file a petition of liquidation, reorganization or adjustment or debt under Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay its debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the

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property of the Mortgagor or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any guarantor of the Note and such trustee or receiver shall not be discharged or such order or jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (d) the Mortgagor or any guarantor of the Note shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor and same is not cured within thirty (30) days after notice thereof from the Mortgagee to Mortgagor; provided, however, that if such default cannot by its nature be cured within thirty (30) days, and if Mortgagor commences to cure such default promptly after notice thereof and diligently pursues the curing thereof, then the Mortgagor shall not during such period of diligent curing be in default hereunder as long as such default is completely cured within ninety (90) days of the first notice of such default to Mortgagor; (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor in any other instrument given at any time to secure the payment of the Note (including, without limitation, the Loan Agreement) and same is not cured within any grace periods set forth therein, or under any contracts or agreements collaterally assigned to Mortgagee as additional security, and the same is not cured within any grace periods set forth therein then and in any such event, the whole of the Indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without further notice to Mortgagor. If, while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) or other improvement(s) on the Premises, as set forth in Paragraphs 6 and 18 hereof, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

Foreclosure; Expense of Litigation

13. When the Indebtedness or any part thereof become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or any part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in

the order or judgment for foreclosure and sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All reasonable expenditures and expenses of the nature in this paragraph mentioned and such reasonable expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times the Mortgagee shall appear in and defend any suit, action or proceeding that might in any way in the reasonable judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness, Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage and shall bear interest after demand at the rate specified in the Note applicable to a period when a default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

Application of Proceeds of Foreclosure Sale

14. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 13, above; second, all other items which may, under the terms hereof, constitute Indebtedness additional to that evidenced by the Note, with interest thereon as herein

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provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to any party entitled thereto as their rights may appear on the records of the Mortgagee; and fifth, to Mortgagor.

Appointment of Receiver or Mortgagee-In-Possession

15. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises, the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver, or the Mortgagee-in-possession, shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times, if any, when Mortgagor, except for the intervention of such receiver or Mortgagee-in-possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagee-in-possession to apply the net income in its hands in payment in whole or in part of; (a) the Indebtedness or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

Rights Cumulative

16. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

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Mortgagee's Right of Inspection

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose upon reasonable advance notice.

Condemnation

18. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee to the extent of the Indebtedness the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of the eminent domain or by condemnation. The Mortgagee may elect at its option: (a) to apply the proceeds of the award or claim upon or in reduction of the Indebtedness, whether due or not; or (b) to make those proceeds available to Mortgagor or any lessee for repair, restoration or rebuilding of the Premises, in the manner and under the conditions that the Mortgagee may require. In any event, if the building(s) and improvement(s) are repaired, restored or rebuilt, it shall be accomplished in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the proceeds are made available by the Mortgagee, any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee.

Release Upon Payment and Discharge of Mortgagor's Obligations;

19. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon indefeasible payment and discharge of all Indebtedness and upon payment of a reasonable fee to Mortgagee for the execution of such proper instrument.

Giving of Notice

20. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail, return receipt requested, addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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Waiver of Defense

21. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

Waiver of Statutory Rights

22.1 Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, (i) Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Loan Documents, as that term is herein defined; and (ii) to the extent not prohibited by law, Mortgagor does hereby waive any right to a trial jury in any action or proceeding to enforce or defend any rights of the Mortgagee under this Mortgage or any of the Loan Documents, or relating thereto or arising therefrom and agree that any such action or proceeding shall be tried before a court and not before a jury.

Waiver of Marshalling

22.2 Notwithstanding the existence of any other security interests in the Premises and/or Collateral held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor and any other party who consents to this Mortgage and any party who now

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or hereafter acquires a security interest in the Premises and/or Collateral hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

Furnishing of Financial Statements to Mortgagee

23. Mortgagor covenants and agrees that it will keep and maintain books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books and records of account shall be kept and maintained at the principal place of business of the Mortgagor as listed on page one of this Mortgage, which principal place of business will not be changed without first notifying Mortgagee.

23.1 If Mortgagor fails to furnish promptly any report required by Mortgagee, and the continuance of such failure for thirty (30) days after written notice from Mortgagee to Mortgagor the Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor which, in any way, pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgagee. Mortgagor shall pay all expenses of the audit and other services which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder.

Filing and Recording Charges and Taxes

24. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

Usury Exemption

25. Mortgagor agrees and represents that: (i) this instrument and the rights and obligations of all parties hereunder shall be governed by and construed under the substantive laws of the State of Illinois, without reference to the conflict of law principles of such state; (ii) the obligation evidenced by the

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Note secured hereby is an exempted transaction under the Truth In Lending Act, 15 U.S.C. §1601, et seq.; and (iii) said obligation constitutes a business loan within the purview of Illinois Revised Statutes Chapter 17, Section 6404.

Miscellaneous

26.1 Release of Previous Holder The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgages hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are transferred to the purchaser of the Note, and the Purchaser assumes all such liability. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, provided however, the foregoing shall not be construed as the consent or approval of Mortgagee to any transfer set forth in Paragraph 29 hereinbelow.

26.2 Severability and Applicable Law In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures and any other document given at any time to secure the payment of the Note are to be construed in accordance with and governed by the laws of the State of Illinois.

26.3 Governmental Compliance Mortgagor shall not, by act or omission, permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement.

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Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

26.4 Estoppel Certificate Mortgagor, within fifteen (15) days of a request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and to the best of Mortgagor's knowledge whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof and such other items reasonably requested by Mortgagee.

26.5 Non-Joiner of Tenant After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and said order shall be subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

26.6 Regulation U Clause Mortgagor covenants that no portion of the proceeds evidenced by the Note will be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation U issued by the Board of Governors of the Federal Reserve System.

26.7 Loan Documents It is acknowledged and agreed that:

A. The Indebtedness is, in addition to this Mortgage, secured and guaranteed by certain documents and instruments, which documents and instruments, together with all extensions and renewals of the Note and all other documents and instruments heretofore, now or hereafter given to evidence, secure or guarantee the payment of, or made in connection with the negotiation, origination and extension of, or given to perfect or continue the lien or security interest thereby created to secure the Indebtedness, is herein collectively referred to as the "Loan Documents".

B. Mortgagor covenants and agrees that all the terms, covenants, conditions, representations, warranties, obligations and provisions of the Note, and all the Loan Documents are, by this reference, adopted and incorporated into this Mortgage to the same full extent and with the same binding force and effect as if all of such terms, covenants, conditions, representations, warranties, obligations and provisions were herein stated in full, and that the Mortgagor shall pay, perform, keep and ob-

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serve, or cause to be paid, performed, kept and observed fully, faithfully and strictly all the terms, covenants, conditions, representations, warranties, obligations and provisions contained in the Note and all the Loan Documents, it being the express intent that each of this Mortgage, the Note and all the Loan Documents complement and supplement the others to the extent necessary or required to protect, preserve and confirm the rights, powers and remedies of the Mortgagee in respect of the Indebtedness.

26.8 Indemnity The Mortgagor hereby indemnifies, protects, saves and holds forever harmless the Mortgagee, and its directors, officers, employees, agents and independent contractors, (for the purposes of this paragraph, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and expenses, imposed upon, incurred by or asserted against the Indemnified Parties or any of them, as a result of, in connection with or arising from (i) the ownership or operation of the Premises or any interest therein or receipt by the Mortgagor of any rent or other sum therefrom; (ii) any accident, injury to or death of persons or loss of damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways; (iii) the condition of the Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways; (iv) any failure on the part of the Mortgagor to perform or comply with any of the terms, covenants, conditions and provisions of the Loan Documents; or (v) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. The foregoing notwithstanding, Mortgagor does not indemnify, protect, save or hold harmless the Mortgagee from gross negligence or intentional acts. Any amounts payable to the Indemnified Parties, or any of them, (save and except for instances arising out of Mortgagee's gross negligence or willful misconduct) under this paragraph which are not paid within three (3) business days after written demand therefor by the Indemnified Parties shall be so much additional Indebtedness hereby secured and shall bear interest from the date of such demand to the date of receipt by the Indemnified Parties of payment at the rate set forth in the Note applicable to a period when a default exists thereunder, and the Mortgagee shall, in addition to any other right, power or remedy available to the Mortgagee, have the same rights, powers and remedies in the event of nonpayment of any such sum by the Mortgagor as in the case of a default by the Mortgagor in the payment of the Indebtedness. The obligations of the Mortgagor under this paragraph shall survive any termination, release or satisfaction of this Mortgage.

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26.9 Loan Agreement; Construction Mortgage; Obligatory Future Advances

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of the Loan Agreement.

(b) The Mortgagor covenants and agrees that, in accordance with the provisions of the Loan Agreement, all of the funds advanced and to be advanced thereunder have been and will be used exclusively to pay the costs of the construction of improvements on the Land (including the acquisition cost of the Land) and related expenses, and that this instrument constitutes a "Construction Mortgage" within the meaning of Section 9.313(1)(c) of the Illinois Uniform Commercial Code. All advances and indebtedness arising or accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the Loan Amount or the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this Mortgage.

(c) This Mortgage is granted to secure future advances and loans from the Mortgagee to or for the benefit of the Mortgagor or the Premises, as provided in the Loan Agreement, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Loan Papers and the Loan Agreement. All advances, disbursements or other payments required by the Loan Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.

Security Agreement and Financing Statement

27. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 18 hereof (the "Deposits") and with respect to any personal property included in the definition herein of the word "Premises", which personal property may not be deemed to form a part of the real estate described in Exhibit "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits included therein is hereby granted to the Mortgagee; and (iii) that the Deposits and all of the Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

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In the event of a default under this Mortgage, and such is not cured within the period, if any, so provided hereinabove, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and the improvements thereon and Collateral in accordance with its rights, powers and remedies with respect to the real property and the improvements thereon, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property and the improvements thereon, twenty (20) days notice of the sale of the Collateral or application of the Deposits to cure the default shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee, including, but not limited to, equitable actions and all appeals. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unservicable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (iii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in Exhibit "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within

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the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagor is a record owner of the land described in Exhibit "A".

If the Collateral is sold in connection with a sale of the Premises, unless a partial release is to be delivered as hereinbefore provided, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraphs 3 and 3a. above.

Lien for Loan Commissions, Service Charges, etc.

28. So long as the original Mortgagee named on page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by Mortgagor in connection with said loan.

Due on Sale or Further Encumbrance Clause

29. In determining whether or not to make the loan evidenced by the Note and secured hereby, Mortgagee examined the credit-worthiness of Mortgagor and, if Mortgagor is a partnership, each general partner thereof, found them acceptable and relied and continues to rely upon same as the means of repayment of the Note. Mortgagee also evaluated the background and experience of Mortgagor and, if the Mortgagor is a partnership, each general partner thereof, in owning and operating property such as the Premises, found same acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises, if the Mortgagor is a partnership, each general partner of the Mortgagor is an entity/person well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan evidenced by the Note and secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, if the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Premises, (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrance

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which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagor and of the value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor and Mortgagor; (iii) ~~allowing Mortgagee to raise the interest rate and/or collect assumption fees;~~ and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be a default hereunder for which no notice need be given and no cure period shall be permitted. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore a default hereunder:

(a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the title to the Premises or the beneficial interest or power of direction under the trust agreement with the Trustee;

(b) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in any share of stock of Mortgagor or of any corporation directly or indirectly controlling such Mortgagor;

(c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of the stock any corporation directly or indirectly controlling any such partnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

Evasion of Prepayment Penalty

30. [Intentionally Deleted]

31. Hazardous Substances - Status and Indemnity

1. As a material inducement to Mortgagee to disburse the funds evidenced by the Note secured hereby, the Mortgagor does hereby represent and covenant that to the best of Mortgagor's knowledge (a) there is no presence of any Hazardous Substances, as that term is hereinafter defined, on, at, in or affecting the Premises or the groundwater underlying same, except as has been disclosed in writing to Mortgagee; (b) no spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on, in, at or onto the Premises, except as have otherwise been disclosed in writings to Mortgagee; (c) no spills or disposal of Hazardous Substances that have occurred or are occurring off the Premises as a result of any construction on, at, in or the operation and use of the Premises, except as have otherwise been disclosed in writing to Mortgagee; (d) there is no presence of any equipment containing polychlorinated biphenyl ("PCB"); and (e) there is no presence of any asbestos in use or on the Premises, except as has been disclosed in writing to Mortgagee.

2. In connection with construction in, at on or the operation and use of the Premises by Mortgagor, there has been no failure to comply with all applicable local, state, and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, and disposal of any Hazardous Substances.

3. In addition to all other obligations of the Mortgagor to indemnify the Mortgagee, Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees) arising directly or indirectly from, out of, or in any way connected with (a) the presence of any Hazardous Substances in, at, on or off the Premises or (b) any violation or alleged violation of any local, state, or federal environmental law, regulation, ordinance, or administrative or judicial order relating to Hazardous Substances, whether attributable to events occurring before or after Mortgagor's acquisition of the Premises, all save and except from actions caused by the gross negligence or willful misconduct of Mortgagee. The obligations of Mortgagor and under this paragraph shall survive any termination, release or satisfaction of this Mortgage.

Mortgagor covenants that it shall not create, store, or release or allow the creation, storage or release of any Hazardous Substances on the Property and, at Mortgagor's sole cost and expense, it shall remove or cause to be removed any Hazardous Substances on, at or in the Property or the groundwater underlying same as required by law.

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As used in this Certificate, "Hazardous Substances" shall mean: Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future as such statutes, regulations, or ordinances may be amended from time to time.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

JOHNSTONE, INC., an Illinois corporation

By:


Name: ERIC JOHNSTONE
Title: President Johnston Inc.

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

The South 1/2 of Lot 5 in Division 2 in Westfall's Subdivision of 208 Acres in the East 1/2 of the Southwest 1/4 and Southeast Fractional 1/4 of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7527-7529 South Colfax Avenue
Chicago, Illinois 60615

PIN: 21-30-304-005

Property of Cook County Clerk's Office

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