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COOK COUNTY, ILLINOIS
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GNA LOAN NOS.: 1356, 1357, 1358, 1359, 1360 and 1361

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MORTGAGE

THIS MORTGAGE made this 6th day of June, 1991, by LASALLE NATIONAL BANK, not personally, but solely as Trustee pursuant to the provisions of a Trust Agreement dated January 23, 1974, and known as Trust Number 47160 hereinafter referred to as "Mortgagor", and GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation, hereinafter referred to as "Mortgagee".

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

RECITALS

I. Mortgagor is justly indebted to Mortgagee for the following monies borrowed:

A. The principal amount of TWO HUNDRED SEVENTEEN THOUSAND AND NO/100 DOLLARS ($217,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1356);

B. The principal amount of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1357);

C. The principal amount of EIGHT HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS ($895,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1358);

D. The principal amount of NINE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($955,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in

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substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1359);

E. The principal amount of FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($420,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1360);

F. The principal amount of FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($425,000.00) and all other sums due pursuant to the terms of an Adjustable Rate Note dated of even date herewith (which Note, together with any and all other notes executed and delivered in substitution, renewal or extension thereof, in full or in part, are collectively referred to as GNA Note No. 1361);

(GNA Note No. 1358 through GNA Note No. 1361, both inclusive, are hereinafter singularly referred to as "Note" and collectively referred to as "Notes", the principal amount due pursuant to each Note shall hereinafter be referred to as "Principal Amount" and the principal amounts due pursuant to Notes are hereinafter collectively referred to as "Principal Amounts").

II. Notes have been executed by Mortgagor, made payable to the order of and delivered to Mortgagee, by the provisions of which Mortgagor promises to pay to Mortgagee, the Principal Amounts and interest thereon, as provided in each Note, together with all other sums (up to but not exceeding two hundred (200%) percent of the Principal Amount of each Note) advanced by Mortgagee to protect "Mortgaged Premises" (hereinafter defined) and to preserve the priority of the lien established hereby and any other sums due and owing to Mortgagee pursuant to the terms of the Notes, this Mortgage and "Other Loan Documents" (hereinafter defined) ("Other Sums") at the place or places set forth in Notes, which Principal Amounts, interest due thereon, prepayment fees, late charges and Other Sums are collectively referred to as "Indebtedness".

III. Notes provides that:

A. the interest rate payable on Principal Amounts shall be adjusted on the fifth (5th) "Anniversary Date" (as such term is defined in Notes) and on each succeeding Anniversary Date thereafter until Indebtedness is paid in full, with said adjustments calculated using a formula based upon the Moody's A Corporate Bond Index Daily Rate (or a successor or comparable index, upon the circumstances provided in Notes);

B. the installment payments due and owing pursuant to Notes shall be adjusted to reflect the adjustments in the interest rate; and

C. Indebtedness is due and payable on July 1, 2001, ("Maturity Date").

NOW, THEREFORE, to secure the payment of Indebtedness and the performance of the terms, covenants, conditions and agreements contained herein and in Notes and any other document executed and delivered to secure Indebtedness, (collectively "Other Loan Documents"), Mortgagor DOES, by these presents, GRANT, BARGAIN, SELL, AND CONVEY unto Mortgagee, its successors and assigns, forever, the land legally described on Exhibit "A" attached hereto and made a part hereof situated in the County of Cook and State of Illinois ("Land") TOGETHER WITH (collectively "Other Interests"):

(1) All right, title and interest of the Mortgagor including any after-acquired title or reversion, in and to the beds of ways, roads, streets, avenues and alleys adjoining Land.

(2) All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

(3) All buildings and improvements of every kind and description now or hereafter located or placed upon Land ("Improvements") and all materials intended for construction, re-construction, alteration and repairs of Improvements all of which materials shall be deemed a part thereof immediately upon the delivery of same, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with Mortgaged Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to Improvements in any manner, excepting therefrom, however, any furniture, fixtures, equipment and articles of personal property, regardless of the manner or mode of attachment belonging to any present or future tenant or lessee of Mortgaged Premises ("Personal Property") (any reference hereafter made to furniture, fixtures, equipment or personal property shall be deemed to exclude the same); IT BEING MUTUALLY AGREED THAT all the aforesaid property owned by Mortgagor and placed by it on Mortgaged Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty and security for the payment of indebtedness and, as to any such property not deemed to be fixtures and a part of Mortgaged Premises, this Mortgage shall be and is a security agreement for the purpose of establishing a security interest in said property pursuant to the Uniform Commercial Code of the State of Illinois, and additional security for the payment of Indebtedness and the performance of all other obligations of Mortgagor herein.

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

(5) Except as otherwise provided in this Mortgage, all:

(a) proceeds hereafter paid to Mortgagor and all subsequent owners of Mortgaged Premises ("Proceeds") by reason of loss or damage by fire and such other hazards, casualties and contingencies ("Casualty") insured pursuant to "Insurance Policies" (hereafter defined); and

(b) all awards and other compensation hereafter to be made to Mortgagor and all subsequent owners of Mortgaged Premises ("Awards") for any taking by condemnation or eminent domain proceedings, either permanent or temporary ("Condemnation"), of all or any part of Mortgaged Premises or any easement or appurtenance thereof, including consequential damage and change in grade of streets,

which Proceeds or Awards are hereby assigned to Mortgagee. Subject to Paragraphs 6 and 7 hereof, Mortgagor hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney-in-fact, at its option, on behalf of Mortgagor, its personal representatives, successors and assigns, to adjust or compromise the claim for Proceeds or Awards and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds received therefrom as a credit upon any part, as may be selected by Mortgagee, of Indebtedness, notwithstanding that the amount owing thereon may not then be due and payable or that the same is otherwise adequately secured.

For convenience, Land, Improvements and Other Interests are herein collectively referred to as "Mortgaged Premises".

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

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PRIORITY OF LIEN AND SUBORDINATE ENCUMBRANCES: This Mortgage is and shall remain a valid first mortgage lien on Mortgaged Premises until the payment in full of Indebtedness. Mortgagor shall keep Mortgaged Premises free and clear of superior or subordinate liens or claims of every nature and kind and shall not execute, deliver or grant any other mortgage, trust deed or security interest encumbering Mortgaged Premises, now or at any time hereafter, without the specific prior written consent of Mortgagee.

2. SUBROGATION: To the extent Mortgagee, following the date hereof, pays any sum due pursuant to any provision of law, instrument or document establishing any lien prior or superior to the lien of this Mortgage, Mortgagee shall have and be entitled to a lien on Mortgaged Premises equal in parity to that discharged and Mortgagee shall be subrogated to, receive and enjoy all rights and liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit Mortgagee to secure the payment of Indebtedness. Mortgagee shall be subrogated, notwithstanding the release of record, of mortgages, trust deeds, superior titles, vendors' liens, and other liens, charges, encumbrances, rights and equities on Mortgaged Premises to the extent that any obligation thereunder is paid or discharged from the principal sum secured hereby.

3. PROMPT PAYMENT: Mortgagor shall promptly pay Indebtedness at the times and in the manner provided in Notes and this Mortgage.

4. TAX AND INSURANCE DEPOSITS AND APPLICATION: In addition to the payment of Indebtedness, Mortgagor shall pay to Mortgagee, concurrently with the payments required pursuant to Notes, an amount equal to the real estate taxes and special assessments, if any, next due on Mortgaged Premises, plus the premiums that will next become due and payable on Insurance Policies, as estimated by Mortgagee, less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent (collectively "Deposits"). Any Deposits held by Mortgagee, or its duly authorized agent under the provisions of this paragraph, will be held in trust to pay the real estate taxes, assessments and insurance premiums when the same become due and payable, and no interest will accrue or be allowed to Mortgagor.

In the event that Deposits shall not be sufficient to pay said real estate taxes, assessments or insurance premiums in full when due, Mortgagor shall deposit with Mortgagee or its duly authorized agent, such additional amounts as may be sufficient to pay the same (collectively "Additional Deposits") and if Mortgagor shall default in making any Deposits or Additional Deposits, such default shall, at the option of the Mortgagee (if such default continues for thirty [30] days after written notice from Mortgagee to Mortgagor), cause Indebtedness to be immediately due and payable.

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

At such time as Indebtedness is paid in full, whether by reason of maturity or Mortgagor's election to prepay Indebtedness as provided in Notes, Mortgagee shall apply Deposits and Additional Deposits, if any, as a credit against Indebtedness.

If as a result of a Monetary Default or Non-Monetary Default, Mortgaged Premises are sold or foreclosed upon or Mortgagee shall acquire Mortgaged Premises following such Monetary Default or Non-Monetary Default, Mortgagee shall apply, at the time of commencement of such proceedings or at the time Mortgaged Premises are otherwise acquired, Deposits and Additional Deposits, if any, as a credit against Indebtedness.

Notwithstanding any other provision of this Mortgage, Mortgagee agrees that so long as no Monetary Default or Non-Monetary Default shall exist, it will not require the payment of Deposits PROVIDED THAT Mortgagor shall, not less than fourteen (14) days prior to the due dates of such real estate taxes, assessments and insurance premiums, furnish to Mortgagee satisfactory evidence of the payment.

5. PAYMENT OF TAXES AND OTHER IMPOSITIONS: Mortgagor shall promptly pay, when due and payable, all ground rents, if any, and all taxes and assessments (general and special), water and sewer charges, public impositions, levies, dues and other charges, of whatever nature (collectively "Impositions"), which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against Mortgaged Premises, or any part thereof, other than matters expressly permitted herein.

6. INSURANCE:

A. Insurance Policies.

Until Indebtedness is paid in full, Mortgagor shall keep Mortgaged Premises continuously insured against Casualty and other loss, damage or claims by policies of insurance hereafter set forth, in such amounts and for such periods as may from time to time, be required by Mortgagee ("Insurance Policies") which Insurance Policies shall be written in standard policies and by insurance companies acceptable to Mortgagee, and all Insurance Policies and renewals thereof shall, when applicable, include a form 438-BFU or equivalent mortgagee endorsement in form acceptable to Mortgagee. Insurance Policies shall provide that the coverage provided thereunder shall not be terminated as to Mortgagee except upon ten (10) days written notice. At Mortgagee's option all Insurance Policies shall, with all premiums fully paid, be delivered to Mortgagee as issued not less than thirty (30) days prior to the expiration of each applicable Insurance Policy and shall be held by Mortgagee until Indebtedness is fully paid. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to Mortgaged Premises and extinguishment of Indebtedness, complete title to all Insurance Policies held by Mortgagee (or the certificates of insurance held by Mortgagee in lieu thereof) and to all prepaid or unearned premiums thereon shall pass to and vest to the purchaser or grantee. If any renewal Insurance Policy or certificate thereof is not delivered to Mortgagee thirty (30) days before the expiration of any existing Insurance Policy, with evidence of premium paid, Mortgagee may obtain the required insurance on behalf of Mortgagor (or insurance in favor of Mortgagee alone) and pay the premiums thereon. Any monies so advanced shall be so

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much additional Indebtedness secured hereby and shall become immediately due and payable with interest thereon at "Default Rate" (hereafter defined). Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

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

(a) insurance against loss by fire and the hazards now or hereafter embraced by the standard "extended coverage" form of insurance, in an amount equal at all times to the full insurable value of the improvements then located on the Property, which insurance coverage shall contain a "replacement cost endorsement" satisfactory to Mortgagee;

(b) flood risk insurance in the maximum amount of insurance coverage available or the full replacement cost of Improvements, whichever is less, if the same are now or hereafter designated as being located within a special flood hazard area under the Flood Disaster Protection Act of 1973 and if flood insurance is available;

(c) rental value insurance in an amount equal to at least six (6) months rental;

(d) comprehensive public liability insurance against claims for bodily injury, death or property damage occurring on, in or about Mortgaged Premises (including coverage for elevators and escalators, if any), with the coverage being in an amount of not less than Three Hundred Thousand Dollars ($300,000.00) for bodily injury or death to any one person, One Million Dollars ($1,000,000.00) for any one occurrence, and One Hundred Thousand Dollars ($100,000.00) for property damage, or in such greater amounts as Mortgagee may reasonably require; and

(e) boiler and machinery insurance insuring pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator and escalator equipment, provided Improvements contain equipment of such nature, and insurance against loss of occupancy or use arising from breakdown of any of such items, in such amounts as Mortgagee may reasonably require; and

(f) insurance insuring such similar or other hazards, casualties, liabilities and contingencies, in such forms and amounts, as Mortgagee may from time to time reasonably require.

In the event any or all of Insurance Policies is or are furnished by a lessee occupying space within Mortgaged Premises, Mortgagor agrees to provide Mortgagee with duplicate original Insurance Policies, if obtainable, or certificates evidencing such coverages. Such certificates are subject to Mortgagee's reasonable approval, and shall at Mortgagee's option, have attached thereto mortgage clauses in favor of and in form and content satisfactory to Mortgagee, or name Mortgagee as an additional insured, and contain ten (10) days notice of cancellation clauses.

Mortgagor shall not purchase separate insurance, concurrent in form or contributing in the event of loss with Insurance Policies unless Mortgagee is included thereon pursuant to a standard mortgagee clause acceptable to Mortgagee, and in the event Mortgagor does purchase such separate insurance, Mortgagor shall immediately notify Mortgagee thereof and promptly deliver to Mortgagee such policy or policies.

B. Insurance Proceeds:

(i) In the event of any loss by any Casualty, Mortgagor will give prompt written notice thereof to the insurance carrier and Mortgagee. Mortgagor hereby authorizes Mortgagee as Mortgagor's attorney-in-fact to make proof of loss, to adjust and compromise any claim, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action relating to any claim, and to collect and receive Proceeds; provided, however, that Mortgagee shall have no obligation to do so.

(ii) Except as may otherwise be required by applicable law, Mortgagee shall apply any Proceeds received hereunder first to the payment of the costs and expenses incurred in the collection of the Proceeds and shall then apply the balance (the "Net Proceeds"), in its absolute discretion and without regard to the adequacy of its security, to:

(A) The payment of that portion of the Indebtedness, whether then due and payable or not, which relates to the "Related Note" (hereinafter defined) which corresponds to the parcel of Mortgaged Premises which suffered the Casualty. In the event that the amount of Net Proceeds exceeds the amount necessary to pay in full that portion of the Indebtedness which relates to said Related Note the balance of Net Proceeds shall be paid to the person(s) legally entitled thereto. Any such application of Net Proceeds to principal on a Related Note shall be without the imposition of any prepayment fee otherwise payable under the Related Note, but shall not extend or postpone the due dates of the installment payments under the Related Note, or change the amount thereof; or

(B) The reimbursement of Mortgagor, under Mortgagee's prescribed disbursement control procedures, for the cost of restoration or repair of the Mortgaged Premises. Mortgagee may, at its option, condition the reimbursement on Mortgagee's approval of the plans and specifications of the reconstruction, contractor's cost estimates, architects' certificates, waivers of liens, sworn statements of mechanics' and materialmen, and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Mortgagee may reasonably require.

(iii) Notwithstanding the provisions of paragraph 6 B (ii) above, Mortgagee agrees that the Net Proceeds from a loss described in this paragraph 6 B will be made available under clause 6 B (ii) (B) above to reimburse Mortgagor for the cost of restoration or repair of the Mortgaged Premises, provided that each of the following conditions is satisfied:

(A) No Monetary Default or Non-Monetary Default has occurred and is continuing at the time the proceeds are received;

(B) The Net Proceeds are less than the Indebtedness then secured by this Mortgage and Other Loan Documents;

(C) The Proceeds are received more than one (1) year prior to the maturity date of Notes;

(D) Mortgagor gives Mortgagee written notice within thirty (30) days after the Proceeds are received that it intends to restore or repair the Mortgaged Premises and requests that the Net Proceeds be made available therefore, and Mortgagor thereafter promptly commences the restoration or repair and completes the same with reasonable diligence in accordance with plans and specifications approved by Mortgagee, which approval shall not be unreasonably withheld or delayed;

(E) The Net Proceeds are sufficient, in Mortgagee's reasonable business judgment, to restore or repair the Mortgaged Premises substantially to its condition prior to the Casualty or, if in Mortgagee's reasonable business judgment they are not, Mortgagor deposits with Mortgagee funds in an amount equal to the deficiency, which funds Mortgagee may, at its option, require be expended prior to use of the Net Proceeds; and,

(F) Mortgagee receives evidence reasonably satisfactory to Mortgagee that, upon completion of the restoration or repair, the Mortgaged Premises can be operated substantially as it was before the Casualty and will produce substantially as much income from tenant leases as it did before the damage or destruction.

7. CONDEMNATION:

A. Proceedings. Mortgagor will promptly notify Mortgagee of any action or proceeding relating to any Condemnation (including without limitation change of grade), whether direct or indirect, of the Mortgaged Premises or part thereof or interest therein, and Mortgagor will appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any such Condemnation, and to settle or compromise any claim in connection with such Condemnation; provided, however, that Mortgagee shall have no obligation to do so. All Awards are hereby assigned to Mortgagee, and all Awards, shall be paid to Mortgagee.

B. Application of Proceeds. Mortgagee shall apply any such proceeds in the manner and upon the terms and conditions set forth in paragraph 6(B)(ii) relating to the application of insurance proceeds, without regard to the provisions of paragraph 6(B)(iii).

8. CASUALTY OR CONDEMNATION AFTER FORECLOSURE: In the event of Casualty or Condemnation after foreclosure proceedings have been instituted, Proceeds or Awards, if not applied as specified in Paragraphs 6 and 7 above, shall be used to pay the amounts due in accordance with any decree of foreclosure which may be entered in any

such proceedings and the balance, if any, shall be paid to owner of the equity of redemption, if such owner shall be entitled to the same, or as the court may direct.

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

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

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

10. USE, CARE OR WASTE: Mortgagor shall:

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

(b) not remove or demolish any part of Improvements of a structural nature which would materially affect the value of Mortgaged Premises;

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

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

(e) promptly restore and replace any Improvements, including parking spaces taken by Condemnation, or Other Interests which are destroyed or damaged; and

(f) not commit or permit to exist any waste of Mortgaged Premises.

Mortgagor shall comply with and cause Mortgaged Premises, and the use and condition thereof, to comply with all statutes, ordinances, requirements, regulations, orders and decrees relating to Mortgagor or Mortgaged Premises, or the use thereof, by any federal, state, county or other governmental authority and with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permit, privileges, franchises

and concessions (including, without limitation, those relating to land use and development, construction, access, water rights, noise and pollution) which are applicable to Mortgagor or have been granted for Mortgaged Premises, or the use thereof.

11. HAZARDOUS OR TOXIC SUBSTANCES

(a) To the best of the knowledge of the Mortgagor, Mortgagor hereby represents to Mortgagee that no hazardous substances, hazardous waste, industrial waste, pollution control waste, or toxic substances, within the meaning of any applicable statute or regulation, (collectively "Hazardous Substances") are presently stored or otherwise located on the Mortgaged Premises (unless used or stored as permitted by the provisions of subparagraph 11(b) immediately following), and further within the definition of such statutes, no part of the Mortgaged Premises, including the groundwater located thereon, is presently contaminated by any Hazardous Substances.

(b) Until the Indebtedness is paid in full, all Hazardous Substances which may be used by any person for any purpose upon the Mortgaged Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, and the Mortgaged Premises will not be used for the principal purpose of storing Hazardous Substances and no such storage or use will otherwise be allowed on the Mortgaged Premises which will cause, or which will increase the likelihood of causing, the release of such Hazardous Substances onto the Mortgaged Premises.

(c) Mortgagor hereby represents to Mortgagee that to the best of the knowledge of Mortgagor no asbestos ("Asbestos") is presently stored or otherwise located on the Mortgaged Premises.

(d) Mortgagor shall promptly notify Mortgagee as soon as Mortgagor knows or suspects that any Hazardous Substances have been released on the Mortgaged Premises or knows or suspects that any Asbestos is located on the Mortgaged Premises.

(e) Mortgagor shall indemnify and hold Mortgagee harmless of and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by Mortgagee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Mortgaged Premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Mortgagee is strictly liable under any such statute, Mortgagor's obligations to Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Mortgagee.

(f) The phrase "To the best of the knowledge of Mortgagor" as used herein means that such knowledge is that which is disclosed by the environmental reports prepared by Dunn GeoScience Corporation, which reports are described on Exhibit "B" attached hereto, which reports have been received by the Mortgagee".

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

(a) the prompt discharge of any liens or encumbrances;

(b) defending the title to Mortgaged Premises;

(c) the payment of any Impositions;

(d) diligently and continuously pursuing the rebuilding or restoration of Mortgaged Premises in the event of loss by Casualty or Condemnation;

(e) the procurement and maintenance of Insurance Policies;

(f) the proper maintenance and preservation of Mortgaged Premises, including, but not limited to, the maintenance of the Mortgaged Premises free from all Hazardous Substances and Asbestos.

and if such default is not cured or otherwise secured against, to the satisfaction of Mortgagee, as hereinbefore provided, Mortgagee may, at its election and without further demand or notice, pay and discharge such lien or encumbrance, defend the title to Mortgaged Premises, pay such Impositions (plus any interest and penalties thereon), procure Insurance Policies and pay the premiums therefor, complete such rebuilding or restoration and maintain and preserve Mortgaged Premises, in which event all expenditures therefor, including attorneys' fees incurred by Mortgagee shall forthwith become due and payable to Mortgagee, together with interest thereon at Default Rate, which shall be added to and become a part of Indebtedness and shall be secured by the lien of this Mortgage, all without prejudice to the right of Mortgagee to declare Indebtedness immediately due and payable by reason of a Non-Monetary Default. Mortgagee shall have the right of determination as to the validity of any lien, encumbrance or Imposition attributable to or assessed against Mortgaged Premises and the payment thereof by Mortgagee shall establish its right to recover the amount so paid, with interest at Default Rate, subject to the provisions of Paragraph 13 following.

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

(a) on or before thirty (30) days prior to the due date thereof, notify Mortgagee in writing that it intends to so contest the same, or cause the same to be contested;

(b) on or before the due date thereof, on demand, deposit with Mortgagee or a depository acceptable to Mortgagee, security (in form and content satisfactory to Mortgagee) that when added to the monies or other security, if any, deposited with Mortgagee pursuant to any other provision contained in this Mortgage is sufficient in Mortgagee's judgment for the payment of the full amount of such lien, encumbrance or Imposition, or any balance thereof then remaining unpaid (or provide to Mortgagee such other indemnity as may be reasonably acceptable to it); and

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

If the foregoing deposits are made and Mortgagor continues, in good faith, to contest the validity of such lien, encumbrance or Imposition, by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale of the Mortgaged Premises or any part thereof, to satisfy the same, Mortgagor shall be under no obligation to pay such lien, encumbrance or Imposition until such time as the same have been decreed, by court order, to be a valid lien on Mortgaged Premises. Mortgagee shall have full power and authority to reduce any such security or indemnity to cash and apply the amount so received to payment of any unpaid lien, encumbrance or Imposition to prevent the sale or forfeiture of Mortgaged Premises or non-payment thereof, without liability on Mortgagee for failure to apply the security or indemnity so deposited, unless Mortgagor, in writing, requests the application thereof to the payment of the particular lien, encumbrance or Imposition for which such deposit was made. Any surplus deposit retained by Mortgagee after the payment of the lien, encumbrance or Imposition for which the same was made, shall be repaid to the Mortgagor unless a Monetary Default or Non-Monetary Default shall exist, in which event, such surplus shall be applied by Mortgagee on account of Indebtedness in such order of priority as Mortgagee may elect.

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

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

(b) hereby expressly waives any and all statutory right of redemption on its own behalf, and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor hereby that any and all such statutory rights of redemption of Mortgagor and all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law; and

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

(d) for itself and all who or which claim by, through or under Mortgagor, waives any and all right to have Mortgaged Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose the lien of this Mortgage may order Mortgaged Premises sold as an entirety.

15. UNPERMITTED TRANSFERS. (a) For the purpose of protecting Mortgagee's security, keeping Mortgaged Premises free from subordinate financing liens and/or permitting Mortgagee to increase the rate of interest due pursuant to Notes and to collect assumption fees, Mortgagor agrees that any sale, installment sale, conveyance, assignment or other transfer of or grant of a security interest in and to all or any part of the:

(i) legal and/or equitable title to Mortgaged Premises;

(ii) beneficial interest or the beneficial interest of any trust which holds title to Mortgaged Premises, except as a result of the death or disability of the holders thereof provided that following said transfer the persons and/or entities having effective managerial control of the Mortgaged Premises are reasonably satisfactory to Mortgagee;

(iii) shares of stock of any corporate owner of Mortgaged Premises or of any corporation which is the beneficiary of any trust which holds title to Mortgaged Premises;

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

(v) limited partnership interests of any limited partnership owning Mortgaged Premises or any limited partnership which is the beneficiary of any trust which holds title to Mortgaged Premises, which exceed fifty per cent (50%) of the total limited partnership interests thereof;

shall be deemed to be an unpermitted transfer (collectively "Unpermitted Transfers").

(b) Mortgagee may condition its consent to an Unpermitted Transfer upon the payment of a fee to Mortgagee and/or an increase in the rate of interest due pursuant to any Note or Notes, PROVIDED THAT a consent by Mortgagee to an Unpermitted Transfer or a waiver of a default by reason thereof, shall not constitute a consent to or waiver of any right, remedy or power accruing to Mortgagee by reason of any subsequent Unpermitted Transfer.

(c) Notwithstanding Unpermitted Transfers, Mortgagee, upon written notice from Mortgagor to Mortgagee, will consent to one (1) sale of each parcel of Mortgaged Premises and the assumption by the Purchaser thereof of the Note which relates to each parcel as described on Exhibit "A" attached hereto and made a part hereof ("Related Note") and that portion of Indebtedness attributable to such Related Note, provided that: (i) no Monetary Default or Non-Monetary Default shall exist; (ii) all additional disbursements have been made by Mortgagee pursuant to the terms of all of the "Disbursement Agreements" (as such term is hereinafter defined); (iii) all of the terms of the "Memorandums of Agreement" (as such term is hereinafter defined) have been fully satisfied by Mortgagor (iv) the purchaser of any parcel of Mortgaged Premises, the financial statements, financial strength, tax returns and credit history of said purchaser, the sale agreement and related documents, and all aspects of the sale are completely satisfactory to Mortgagee; (v) the purchaser evidences a history of property management satisfactory to Mortgagee or contracts for management of the applicable parcel of Mortgaged Premises with a property management firm satisfactory to Mortgagee; (vi) Mortgagee receives a cash fee ("Assumption Fee") in the amount described on Exhibit "A" attached hereto plus its legal and administrative expenses, if any, incurred in connection with each such sale and assumption, including but not limited to all costs and reasonable attorneys' fees incurred by Mortgagee in the preparation and negotiation of any new mortgage or other document, as provided in paragraph 15(d) of this Mortgage; and (vii) no such sale or assumption shall release Mortgagor or any guarantor or other person from liability, or otherwise affect the liability of Mortgagor or any such guarantor or any other person, for payment of a Related Note and that portion of the Indebtedness attributable to any Related Note which is assumed, unless the Mortgagee reasonably determines that said Purchaser is sufficiently creditworthy to permit the release of the Mortgagor or any Guarantor or any other person from liability; in which instances Mortgagee shall release Mortgagor, or any Guarantor or other person from liability in connection with a Related Note and that portion of the Indebtedness attributable to such Related Note which has been assumed by a purchaser.

(d) In the event of a sale of a parcel of Mortgaged Premises and the assumption of its Related Note pursuant to this paragraph 15, Mortgagee, at Mortgagor's sole expense, shall prepare a partial release of this Mortgage and Other Loan Documents with respect to the parcel of Mortgaged Premises which has been sold and Mortgagee will modify the Related Note which has been assumed by a purchaser to delete the cross-default provision and said purchaser shall execute a new valid first mortgage and any other documents deemed necessary by Mortgagee to secure said Related Note.

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16. DEFAULT In the event:

(a) the failure to pay any part of Indebtedness, when due, and the continuance thereof for ten (10) days after written notice thereof to Mortgagor ("Monetary Default"); PROVIDED HOWEVER, that Mortgagee shall not be obligated to give Mortgagor written notice prior to exercising its remedies with respect to such default if during the calendar year in which such Monetary Default shall have occurred, Mortgagee has previously served upon Mortgagor notice of a Monetary Default;

(b) the failure to perform any of the terms, agreements, covenants or conditions contained herein or in Other Loan Documents, after thirty (30) days' prior written notice to Mortgagor, PROVIDED THAT in the event of a default which is not capable of being cured within said thirty (30) day period, the time to cure the same shall be extended for an additional ninety (90) day period if within said thirty (30) day period, Mortgagor shall initiate and diligently pursue a course of action reasonably expected to cure such default;

(c) Mortgagor or any of the owners of the beneficial interest of Mortgagor ("Beneficiary") shall file a petition in voluntary bankruptcy or pursuant to any provision of the Federal Bankruptcy Act or similar state or federal law, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its or his debts;

(d) Mortgagor or Beneficiary shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor or Beneficiary for all or the major part of its or his property in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of Mortgagor or Beneficiary in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor or Beneficiary and such trustee or receiver shall not be discharged or such jurisdiction relinquished, vacated or stayed on appeal within ninety (90) days;

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

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

(g) of an Unpermitted Transfer;

(h) any representation or disclosure made to Mortgagee by Mortgagor or any guarantor of Notes proves to be materially false or misleading when made, whether or not the same is contained herein;

(i) the failure to perform any of the terms, agreements, covenants or conditions contained in any of the following documents:

(1) a certain Disbursement Agreement dated of even date herewith relating to "GNA loan number 1357" (as such term is described on Exhibit "A" attached hereto);

(2) a certain Disbursement Agreement dated of even date herewith relating to "GNA loan number 1358" (as such term is described on Exhibit "A" attached hereto);

(3) a certain Disbursement Agreement dated of even date herewith relating to "GNA loan number 1359" (as such term is described on Exhibit "A" attached hereto);

(4) a certain Disbursement Agreement dated of even date herewith relating to "GNA loan number 1360" (as such term is described on Exhibit "A" attached hereto);

[(1) through (4) collectively "Disbursement Agreements").

(j) the failure to perform any of the terms, agreements, covenants or conditions contained in the following documents:

(1) a certain Memorandum of Understanding dated of even date herewith relating to "GNA loan number 1356" (as such term is described on Exhibit "A" attached hereto); and

(2) a certain Memorandum of Understanding dated of even date herewith relating to "GNA loan number 1361" (as such term is described on Exhibit "A" attached hereto);

[(1) and (2) collectively "Memorandums of Understanding"].

[(b) through (j) collectively "Non-Monetary Defaults"] then, or at any time thereafter during the continuance of any Monetary Default or Non-Monetary Default, as the case may be, Indebtedness shall, at the election of Mortgagee, without notice of such election and without demand or presentment, become immediately due and payable, anything contained herein or in Notes or Other Loan Documents to the contrary notwithstanding, and Principal Amounts so accelerated and declared due as aforesaid shall thereafter bear interest, per annum, at the rate of five (5) percentage points over the rate of interest provided in Notes ("Default Rate").

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

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

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

(b) either before or after foreclosure sale and without notice to Mortgagor or to any party claiming under Mortgagor;

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

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

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

appoint a receiver for the benefit of Mortgagee, with power to take possession, charge and control of Mortgaged Premises, lease the same, keep Mortgaged Premises insured and in good repair and collect all rentals during the pendency of such foreclosure suit and, in the event of foreclosure sale and a deficiency in the proceeds received therefrom, during any period of redemption. The court may, from time to time authorize such receiver to apply the net amounts remaining in its possession, after deducting reasonable compensation for itself and its counsel to be allowed by the court, in payment (in whole or in part) of any part or all of Indebtedness, including, without limitation, the following, in such order of application as Mortgagee may elect: (i) to the payment of Indebtedness; (ii) to any amount due upon any decree entered in any suit foreclosing this Mortgage; (iii) to costs and expenses of foreclosure and litigation upon Mortgaged Premises; (iv) to the payment of premiums due on Insurance Policies, repairs, Impositions (and any interest, penalties and costs thereon) or any other lien or charge upon Mortgaged Premises which may be or become superior to the lien of this Mortgage or of any decree foreclosing the same; and

(v) to the payment of all sums advanced by Mortgagee to cure or attempt to cure any Monetary Default or Non-Monetary Default, to protect the security provided herein and therein, with interest on such advances at Default Rate, with any overplus of the proceeds of foreclosure sale shall then be paid to Mortgagor.

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

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

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

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

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

(d) cancel or terminate any Leases or sublease for any cause or for any reason which would entitle Mortgagor to cancel the same;

(e) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof;

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

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

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

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

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

20. OTHER REMEDIES: Whenever any Monetary Default or Non-Monetary Default shall be existing, Mortgagee may exercise, from time to time, any rights and remedies available to it pursuant to applicable law and Mortgagor shall, promptly upon request by Mortgagee, assemble all Personal Property and make the same available to Mortgagee at such place or places reasonably convenient for Mortgagee and Mortgagor, as Mortgagee shall designate. Any notification required by law of intended disposition by Mortgagee of any part of Mortgaged Premises shall be deemed reasonably and properly given if mailed as herein provided at least twenty (20) days prior to such disposition. Without limiting the foregoing, whenever a Monetary Default or Non-Monetary Default shall exist, Mortgagee may, with respect to Personal Property, without further notice, advertisement, hearing or process of law of any kind:

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

(b) enforce collection of any part of Personal Property by suit or otherwise and surrender, release or exchange all or any part thereof or compromise,

extend or renew, for any period (whether or not in excess of the original period) any obligations of any nature of any party with respect thereto;

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

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

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

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

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

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

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

Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any tenants, licensee, employee or stranger upon Mortgaged Premises except in the event such loss, liability, damage or injury is caused by reason of the willful misconduct, bad faith or negligence of Mortgagee, its employees or agents. Except as otherwise provided herein, no liability shall be enforced or asserted against Mortgagee in the exercise of the powers herein granted to it and Mortgagor expressly waives and releases any such liability. In the event Mortgagee incurs any such liability, loss or damage, pursuant hereto (and to any Lease or in the defense of any claim or demand), Mortgagor agrees to reimburse mortgagee, immediately upon demand, for the amount thereof, including costs, expenses and reasonable attorneys' fees, except in the event such liability, loss or damage is caused by the willful misconduct, bad faith or negligence of Mortgagee, its employees or agents.

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

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

24. ASSIGNMENT OF LEASES AND RENTS: To further secure Indebtedness and the performance of all of the terms, covenants, conditions and agreements contained herein and in Notes and Other Loan Documents, Mortgagor hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to Leases and all rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Although it is the intention of Mortgagor and Mortgagee that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it pursuant hereto until a Monetary Default or a Non-

Monetary Default shall exist. The terms of this assignment of leases, rents and profits are more fully described in an Assignment of Leases and Rents ("Assignment") which Mortgagor has executed contemporaneously with the execution of the Mortgage. With respect to Assignment, Mortgagor expressly covenants and agrees:

(a) that any default by it and the expiration of the applicable cure period pursuant to Assignment shall constitute a Non-Monetary Default hereunder and following the occurrence of such Non-Monetary Default, Mortgagee shall have the right to declare all unpaid Indebtedness immediately due and payable; and

(b) to furnish to Mortgagee a copy of any notice or demand sent to or received from any lessee of the Mortgaged Premises at the same time and in the same manner that such notice or demand is sent to or received from such lessee.

25. SECURITY AGREEMENT: This Mortgage shall be deemed a security agreement, as defined in the Illinois Uniform Commercial Code, and establishes a security interest, in favor of Mortgagee, and in and to Personal Property and all other property owned by Mortgagor and situated on Mortgaged Premises or in any way connected with the use or enjoyment thereof, owned by Mortgagor.

26. EXECUTION OF SEPARATE SECURITY AGREEMENT AND FINANCING STATEMENTS: In addition to this Mortgage being deemed a security agreement, as set forth in Paragraph 25 hereof, Mortgagor has, as additional security for the payment of Indebtedness, executed and delivered to the Mortgagee Security Agreement - Chattel Mortgage, granting to Mortgagee a security interest in and to Personal Property and all rents, issues and profits due, or which may hereafter become due or payable pursuant to the terms and provisions of Leases, and Financing Statements pursuant to the Uniform Commercial Code, State of Illinois. Mortgagor agrees from time to time to execute such additional Security Agreements and Financing Statements as may be necessary to vest in Mortgagee a security interest in and to the property hereinabove described and Leases assigned pursuant to Assignment, until Indebtedness is paid in full.

27. FINANCIAL STATEMENTS: Mortgagor will keep and maintain at the office of Beneficiary or at such other place as Mortgagee may approve in writing, books of accounts and records adequate to reflect correctly the results of the operation of Mortgaged Premises and copies of all written contracts, Leases and other instruments which affect Mortgaged Premises, which shall be subject to examination, inspection and copying at any reasonable time by Mortgagee. Mortgagor will cause Beneficiary to furnish to Mortgagee, within twenty (20) days after Mortgagee's request therefor the following documents, each certified by Beneficiary as being true, correct and complete:

(a) copies of all Leases;

(b) a rent schedule for Mortgaged Premises, showing the name and space occupied by each tenant, the Lease expiration date, the rent payable and the rent and security deposit paid;

(c) copies of the most recent real and personal property tax statements for Mortgaged Premises;

(d) copies of the most recent statements for the insurance coverages maintained; and

(e) a statement of income and expenses of the Mortgaged Premises for the most recently ended fiscal year of Beneficiary.

28. PAYMENT AND PERFORMANCE BY MORTGAGEE: In the event Mortgagor shall fail to pay or perform any of its obligations herein contained (including the payment of expenses of foreclosure and court costs), Mortgagee may, but need not, following the occurrence of a Monetary or Non-Monetary Default, make payment or perform (or cause to be paid or performed) any obligation of Mortgagor hereunder, in any form and manner deemed reasonably expedient by Mortgagee, as agent or attorney-in-fact of Mortgagor, and any amount so paid or expended (plus reasonable compensation to Mortgagee for its out-of-pocket and other expenses for each matter for which it acts hereunder), with interest thereon at Default Rate, shall be and become a part of Indebtedness and shall be paid to Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not:

(a) collect rentals due and owing pursuant to Leases and prosecute the collection of Personal Property or the proceeds thereof;

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

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

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

29. PAYMENT AFTER DEFAULT: In the event Mortgagee shall accelerate Maturity Date by reason of a Monetary Default or Non-Monetary Default, Mortgagee shall have the right to charge and Mortgagor agrees to pay to the extent permitted by applicable law, as additional interest due under Notes, a sum equal to:

Five per cent (5%) of Principal Amounts, if such acceleration shall occur during the first "Loan Year" (as such term is defined in Notes);

Four and one-half per cent (4-1/2%) of Principal Amounts, if such acceleration shall occur during the second Loan Year;

Four per cent (4%) of Principal Amounts, if such acceleration shall occur during the third Loan Year;

Three and one-half per cent (3-1/2%) of Principal Amounts, if such acceleration shall occur during the fourth Loan Year;

Three per cent (3%) of Principal Amounts, if such acceleration shall occur during the fifth Loan Year;

Two and one-half per cent (2-1/2%) of Principal Amounts, if such acceleration shall occur during the sixth Loan Year; and

Two per cent (2%) of Principal Amounts, if such acceleration shall occur during the seventh through the tenth Loan Years.

30. RELEASE: Upon payment in full of Indebtedness, and provided Mortgagor has no continuing obligations pursuant to this Mortgage, Notes and Other Loan Documents, this conveyance shall be null and void and an appropriate instrument of reconveyance or release shall promptly be made and delivered by Mortgagee to Mortgagor, at Mortgagor's expense. In addition, upon payment in full of that portion of Indebtedness which relates to any Related Note (including the payment of all prepayment fees or other fees or expenses required pursuant to said Related Note, if applicable) and provided that there are no continuing obligations (other than those continuing obligations pursuant to paragraph 46(c)(vii) of Mortgage) or Other Loan Documents which are attributable to said Related Note or the parcel of the Mortgaged Premises which relates to said Related Note as detailed on Exhibit "A" of this Mortgage ("Related Parcel"), Mortgagee, at Mortgagor's expense shall prepare and deliver to the maker of said Related Note a partial release of this Mortgage and Other Loan Documents with respect to the Related Parcel.

31. CARE: Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any part of Mortgaged Premises in its possession if it takes such action for that purpose, as Mortgagor requests in writing, but failure of Mortgagee to comply with any such request shall not, of itself, be deemed a failure to exercise reasonable care and no failure of Mortgagee to preserve or protect any rights with respect to Mortgaged Premises against prior parties or do any act with respect to the preservation thereof not so requested by Mortgagor shall be deemed a failure to exercise reasonable care in the custody or preservation of Mortgaged Premises.

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

33. MECHANICS' LIENS: Subject to the provisions of Paragraph 13, the lien of any mechanic or materialman shall not be permitted to attach to or remain against Mortgaged Premises unless the same is insured to Mortgagee's reasonable satisfaction.

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

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

36. BUSINESS LOAN: Mortgagor represents and agrees that the proceeds of the loan evidenced by Notes and secured by this Mortgage will be used for business purposes and this Mortgage is exempt from limitations upon lawful interest, pursuant to the terms of Chapter 17, Paragraph 6404, Illinois Revised Statutes.

37. GOVERNING LAW: This Mortgage has been delivered in the State of Illinois and shall be construed in accordance with and governed by the laws of the State of Illinois without regard to its conflicts of law principles. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; however, if the same shall be prohibited by or invalid thereunder such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder thereof or the remaining provisions of this Mortgage.

38. MARSHALING OF ASSETS: At any foreclosure sale, the Mortgaged Premises may, at Mortgagee's option, be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling; and, in case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Premises in parts or parcels, said sales may be held from time to time, and said power shall not be fully executed until all of Mortgaged Premises not previously sold shall have been sold.

39. ADDITIONAL DOCUMENTS; POWER OF ATTORNEY: Mortgagor, from time to time, will execute, acknowledge and deliver to Mortgagee, upon request, and, if appropriate, file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates and other documents, in form and substance satisfactory to Mortgagee, as Mortgagee may request in order to perfect, preserve, continue, extend or maintain the assignments herein contained, the lien and security interest under this Mortgage or Other Loan Documents, and the priority thereof. Mortgagor hereby irrevocably appoints Mortgagee its attorney in fact to perform such obligations. Mortgagor will pay to Mortgagee upon request therefor all costs and

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expenses incurred in connection with the preparation, execution, recording and filing of any such document.

40. TIME IS OF THE ESSENCE: It is specifically agreed that time is of the essence of this Mortgage.

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

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

Any consent or approval required of and granted by Mortgagee pursuant hereto shall:

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

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

If, to consider a request by Mortgagor or Beneficiary it is necessary, in the sole discretion of Mortgagee, that Mortgagee retain the assistance of any person, firm or corporation (such as, but not limited to, attorneys, appraisers, engineers, surveyors, etc.) Mortgagor or Beneficiary shall reimburse Mortgagee for all reasonable costs incurred in connection with the employment of such parties.

43. MODIFICATIONS: This Mortgage may not be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

44. NOTICES: Any notice, consent or other communication to be given hereunder or pursuant to Other Loan Documents shall be in writing and shall be served either personally or by "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid, return receipt requested (which shall be deemed received three [3] days following the post office

postmark date thereof). All such notices, consents or other communications shall be addressed to Mortgagor and Mortgagee at their respective addresses set forth below or to such other addresses as Mortgagor, Mortgagee or such other parties, to whom copies of notices consents or other communications are to be mailed, may direct in writing:

If to Mortgagor:

c/o Talisen Management Company, 1555 Mittel Boulevard, Suite R, Wood Dale, Illinois 60191, with a copy to Robert J. Griesser, Paine/Wetzel 8600 W. Bryn Mawr, Chicago, Illinois 60531 and to Richard S. Homer, Esq., 203 N. LaSalle Street, Suite 1800, Chicago, Illinois 60601.

If to Mortgagee:

Mortgage Loan Department, P.O. Box 490, Seattle, Washington 98111-0490.

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

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

46. LIMITATION ON LIABILITY: This Mortgage is executed by LASALLE NATIONAL BANK, not personally, but solely as Trustee under the terms of the Trust Agreement aforesaid, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this Mortgage). It is expressly understood and agreed that:

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

(b) In the event of the occurrence of a Monetary Default or Non-Monetary Default or upon the maturity of Indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Mortgagee against Mortgagor shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Notes and Other Loan Documents.

(c) Except as herein and in Notes and Other Loan Documents, including Guaranty (as hereinafter defined), provided, Lender shall look solely to Mortgaged Premises, Other Security and the foreclosure of the lien of this Mortgage and no deficiency judgment for Indebtedness (following the application of the proceeds thereof) shall be instituted, sought, taken or obtained

against Mortgagor, PROVIDED THAT nothing contained herein shall be deemed to prejudice the rights of Lender to recover from Beneficiary:

(i) all actual losses, damages, costs and expenses (including, without limitation, attorneys fees) incurred by Mortgagee as a result of fraud, material misrepresentation made by Beneficiary or a breach of any warranty and representation contained in any document delivered to Mortgagee by or at the request of Beneficiary or as a result of the intentional or negligent waste of Mortgaged Premises;

(ii) all rents, revenues, issues and profits from Mortgaged Premises received during the period of any Monetary Default or Non-Monetary Default or after acceleration of Indebtedness and not applied to the payment of Indebtedness or the normal operating expenses of Mortgaged Premises;

(iii) all rents from Mortgaged Premises collected more than one (1) month in advance which are not earned at the time of the occurrence of any Monetary Default or Non-Monetary Default and which are not applied to payment of Indebtedness or the normal operating expenses of Mortgaged Premises;

(iv) all Impositions and any interest or penalties thereon which are not paid by Mortgagor as provided herein;

(v) all losses, damages, costs and expenses (including, without limitation, attorney's fees) incurred by Mortgagee as a result of the removal and failure to replace any Personal Property;

(vi) all Proceeds and Awards which are not applied in accordance with the provisions hereof and Other Loan Documents; and

(vii) any and all of Mortgagee's costs, expenses, damages or liabilities, (including, without limitation, all reasonable attorneys fees), directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about Mortgaged Premises of any Hazardous Substances and Asbestos. Notwithstanding any other provision to the contrary contained herein, the provisions of this paragraph 46(c)(vii) shall survive the payment in full of Indebtedness.

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

Nothing contained herein or in Notes and Other Loan Documents to the contrary notwithstanding shall be deemed to have released Ann O'Malley Shake, Helen O'Malley Butler, Robert J. Griesser, James J. O'Malley, Margaret M. O'Malley, the Charles O'Malley Grandchildren's Trust and Mary Josephine O'Malley (collectively "Guarantor") from personal liability under that certain Guaranty and Personal Liability Agreement ("Guaranty") of even date herewith, executed by Guarantor in favor of Mortgagee.

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

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to
LASALLE NATIONAL BANK,
not personally, but as Trustee aforesaid

By: _____
Title: ASS'T VICE PRESIDENT

ATTEST:

By: _____
Title: ASSISTANT SECRETARY

9 1 2 7 2 3 1 7

STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek ASS'T VICE President of LaSALLE NATIONAL TRUST, N.A. Successor Trustee to LASALLE NATIONAL BANK ("Bank") and William H. Dilich, ASSISTANT Secretary of Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASS'T VICE President and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth; and the said ASSISTANT Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal, did affix the said corporate seal to said instrument as (her) (his) own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of June, 1991.

"OFFICIAL SEAL"
Michele A. Zick
Notary Public, State of Illinois
My Commission Expires Dec. 5, 1994

Michele A. Zick
Notary Public

My commission expires:_____

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PARCEL A:

PARCEL 1:
THAT PART OF LOT 1 IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART OF SAID LOT 1 CONVEYED TO THE COUNTY OF COOK BY INSTRUMENTS RECORDED JULY 30, 1935 AS DOCUMENT NUMBER 11657313 TO 11657318 BOTH INCLUSIVE BEING THAT PART OF SAID LOT TAKEN FOR CALDWELL AVENUE) AND THAT PART OF LOT 2 IN JOHN H. KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION LYING NORTHERLY OF THE NORTHERLY LINE OF THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAYS BY INSTRUMENT DATED OCTOBER 2, 1925 AND RECORDED APRIL 4, 1932 AS DOCUMENT NUMBER 11068761, ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58 DEGREES 50 MINUTES 30 SECONDS WITH THE LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 90.43 FEET TO A POINT OF BEGINNING; THENCE SOUTHEASTERLY AT AN ANGLE OF 90 DEGREES TO LAST AFOREMENTIONED LINE A DISTANCE OF 189.16 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 108 DEGREES 15 MINUTES WITH THE LAST AFOREMENTIONED LINE A DISTANCE OF 321.0 FEET TO A POINT ON THE NORTHERLY LINE OF TOUHY AVENUE AS PER DOCUMENT NO. 11068761; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE OF TOUHY AVENUE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST AFOREMENTIONED LINE A DISTANCE OF 305.0 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 71 DEGREES 45 MINUTES WITH SAID NORTHERLY LINE OF TOUHY AVENUE A DISTANCE OF 400.57 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT EIGHT-C (EXCEPTING THEREFROM THE NORTHWESTERLY 46.35 FEET THEREOF (AS MEASURED AT 90 DEGREES TO THE NORTHWESTERLY LINE THEREOF) IN TAM O'SHANTER'S INDUSTRIAL PARK BEING A SUBDIVISION IN SECTION 30, AND JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 17, 1966, AS DOCUMENT NUMBER 2301105.

COMMONLY KNOWN AS: 6640 West Touhy, Niles, Illinois

P.I.N. 10-30-402-017-0000 10-30-402-026-0000

Related Note: Adjustable Rate Note dated June 6, 1991, in the principal amount of $217,000.00

GNA Loan Number: 1356 Assumption Fee: $5,000.00

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Exhibit "A"

PARCEL B:

PARCEL 1:
THE SOUTH 220 FEET OF LOT 4 IN J. EMIL ANDERSON'S RESUBDIVISION OF PART OF ANDERSON'S NORTH MANNHEIM INDUSTRIAL SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID J. EMIL ANDERSON'S RESUBDIVISION, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 5, 1959 AS DOCUMENT NUMBER LR1865655.

PARCEL 1 "A":
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN GRANT OF EASEMENT DATED JUNE 5, 1959 AND REGISTERED JUNE 5, 1959 AND REGISTERED AS DOCUMENT NUMBER LR1865645 AND AS CREATED BY DEED DATED JUNE 8, 1959 AND REGISTERED JUNE 25, 1959 AS DOCUMENT NUMBER LR1869769 OVER UPON LOTS 3 AND 5 IN J. EMIL ANDERSON'S RESUBDIVISION AFORESAID FOR THE CONSTRUCTION, OPERATION, MAINTENANCE REPAIR AND USE OF RAILROAD SWITCH AND SPUR TRACK IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2040 North Janice, Melrose Park, Illinois

P.I.N. 13-32-401-064-0000

Related Note: Adjustable Rate Note dated June 6, 1991, in the principal amount of $450,000.00

GNA Loan Number: 1357

Assumption Fee: $5,000.00

PARCEL C:

LOT 23 IN WILLOWBROOK EXECUTIVE PLAZA, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1975 AS DOCUMENT R75-33298, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7725 South Quincy, Willowbrook, Illinois

P.I.N. 09-26-404-002

Related Note: Adjustable Rate Note dated June 6, 1991, in the principal amount of $895,000.00

GNA Loan No.: 1358

Assumption Fee: $8,950.00

Exhibit "A"

PARCEL D:

PARCEL 1:
ALL OF LOT 16 AND THE NORTH 262 FEET OF LOT 27 IN J. EMIL ANDERSON'S RESUBDIVISION OF PART OF ANDERSON'S NORTH MANNHEIM INDUSTRIAL SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID J. EMIL ANDERSON'S RESUBDIVISION, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 5, 1959 AS DOCUMENT NO. 1865644, IN COOK COUNTY, ILLINOIS.

PARCEL 2
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN GRANT OF EASEMENT DATED JUNE 5, 1959 AND REGISTERED JUNE 5, 1959 AS DOCUMENT LR1865645 AND AS CREATED BY DEED DATED MARCH 3, 1963 AND REGISTERED JULY 30, 1963 AS DOCUMENT LR2104181 OVER AND UPON LOTS 3, 5, 7 AND THAT PART OF LOT 15 LYING EAST OF THE NORTHERLY EXTENSION OF THE CENTER LINE OF LOT 22 AND SOUTHERLY OF A LINE DRAWN 20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 16 AND ITS EXTENSION ALL IN J. EMIL ANDERSON'S RESUBDIVISION FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND USE OF RAILROAD SWITCH AND SPUR TRACKS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1950 North Mannheim, Melrose Park, Illinois

P.I.N. 12-32-403-020-0000
12-32-403-028-0000

Related Note: Adjustable Rate Note dated June 6, 1991, in the principal amount of $955,000.00

GNA Loan Number: 1359

Assumption Fee: $9,550.00

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PARCEL E:

THE NORTH 216.0 FEET OF THE SOUTH 432.0 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF J. EMIL ANDERSON'S WOLF-TOLL ROAD SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30 AFORESAID, LYING WEST OF A LINE 916 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 AND LYING EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD (NOW CHICAGO AND NORTHWESTERN RAILWAY)

COMMONLY KNOWN AS: 2150 Oxford Drive, Des Plaines, Illinois

P.I.N. 09-30-400-020-0000

Related Note: Adjustable Rate Note dated June 6, 1991, in the principal amount of $420,000.00

GNA Loan Number: 1360

Assumption Fee: $5,000.00

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PARCEL F:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE POINT OF INTERSECTION OF A LINE 33.0 FEET OF AND PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF SECTION 32 AFORESAID, WITH A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 32; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 653.0 FEET; THENCE SOUTH PERPENDICULARLY TO SAID PARALLEL LINE 800.0 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 32, 239.43 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE OF RADIUS 369.26 FEET CONVEX TO THE NORTH EAST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO A POINT ON THE SOUTHWESTERLY LINE OF MANNHEIM ROAD (BEING A LINE 50.0 FEET SOUTHWESTERLY OF THE CENTER LINE OF CONSTRUCTION OF SAID ROAD) THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT ON A LINE WHICH IS 33.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 32 AFORESAID; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 32, 754.088 FEET; THENCE NORTH ALONG A LINE DRAWN PERPENDICULARLY TO THE NORTH LINE OF SAID SECTION 32 AFORESAID 443.60 FEET TO A POINT ON A LINE DRAWN THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING PARALLEL WITH THE NORTH LINE OF NORTH EAST 1/4 OF SAID SECTION 32 AFORESAID THENCE EAST ALONG SAID PARALLEL LINE 280.603 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7000 North Mannheim, Rosemont, Illinois

P.I.N.	09-32-201-022-0000	09-32-201-020
	09-32-201-023-0000	09-32-201-011

Related Note:	Adjustable Rate Note dated June 6, 1991, in the principal amount of $425,000.00
GNA Loan Number:	1361
Assumption Fee:	$5,000.00

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SCHEDULE OF ENVIRONMENTAL REPORTS

Date of Report	Property Affected	Type of Report
March 11, 1991	7725 S. Quincy Willowbrook, IL	Phase I
March 11, 1991	2040 N. Janice Melrose Park, IL	Phase I
March 11, 1991	6640 W. Touhy Niles, IL	Phase I
March 11, 1991	7000 N. Mannheim Rosemont, IL	Phase I
March 11, 1991	2150 Oxford Drive Des Plaines, IL	Phase I
March 11, 1991	1950 N. Mannheim Melrose, IL	Phase I
March 25, 1991	7000 Mannheim Rosemont, IL	Phase II
March 25, 1991	2150 Oxford Des Plaines, IL	Phase II
May 10, 1991	2040 N. Janice Melrose Park, IL	Final Closure, Phase II
May 13, 1991	7000 Mannheim Rosemont, IL	Remedial Activity Report

Exhibit "B"