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JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
SECURITY AGREEMENT

Dated April 29, 1991

By

ARTAIUS CORPORATION, an Illinois corporation

To

METRO CHICAGO INVESTMENT COMPANY,
an Illinois limited partnership

91289685

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Bruce L. Boruszak
Nagelberg Smith & Boruszak, P.C.
303 West Madison Street
17th Floor
Chicago, Illinois 60606

Property Identification:

7131 W. 51st Street
Chicago, Illinois

Tax I.D. No. 19-18-308-029

Boris

Please return to: J. Michael Weihman
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400
Chicago, IL 60601

Re: *N24-20413-14*

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JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND
LEASES AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT is made April 29, 1991, by ARTAIUS CORPORATION, an Illinois corporation, whose address is set forth below, as Mortgagor, and METRO CHICAGO INVESTMENT COMPANY, an Illinois limited partnership whose principal place of business is set forth below, as Mortgagee.

ARTICLE 1DEFINITIONS1.1 Definitions.

As used herein, the following terms shall have the following meanings:

(a) Affiliate: Of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person, whether through the ownership of voting securities, partnership or joint venture interests by contract or otherwise, with control being the power to direct or cause the direction of management and/or policies.

(b) Assignment: The assignment, contained in Article 3 of this Mortgage, from Mortgagor to Mortgagee, of all of Mortgagor's right, title and interest in and to the Leases and the Rents.

(c) Awards: All awards and payments made or hereafter to be made by any municipal, state or Federal authorities or boards to Mortgagor, including any awards and payments for any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or changes of grade of streets affecting the Mortgaged Property.

(d) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.

(e) Business Day: Any day other than a Saturday, Sunday or legal holiday in the State of Illinois.

(f) Contribution and Indemnity Agreement: Shall mean that certain Contribution and Indemnity Agreement, dated of even date with this Mortgage, made by Mortgagor, Mortgagee, Guarantor, Michael T. Tomasz, Jay H. Shidler.

(g) Defaulted Interest Rate: The lesser of (i) the interest rate of five percent (5%) over the "Applicable Interest Rate", as defined in the Note, or (ii) the highest contract rate allowed by law for this type of transaction.

(h) Environmental Indemnity: The Environmental Indemnity Agreement dated the date hereof of the Mortgagor and the Guarantor.

(i) Event(s) of Default: The happenings and occurrences described in Article 5 of this Mortgage.

(j) Fixtures: All fixtures located upon or within the Land or Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the real estate.

(k) Ford Credit: shall mean Ford Motor Credit Company.

(l) Ford Credit Loan: Shall mean that certain Loan in the outstanding principal amount of \$411,693.31, secured by and referred to in the Ford Credit Mortgage.

(m) Ford Credit Mortgage: Shall mean that certain Mortgage, Assignment of Rents and Leases and Security Agreement, dated February 22, 1990, covering the Land, which secures the Ford Credit Loan, which was recorded in the office of the Recorder of Cook County, Illinois, on February 22, 1990, as Document No. 90086097.

(n) Governmental Requirement: As defined in Section 4.1 hereof.

(o) Guaranty: The Guaranty dated the date hereof of Leonard Sandberg (hereafter referred to as "Guarantor").

(p) Hazardous Materials: Any flammable explosives, radioactive materials, oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous wastes, toxic substances and similar substances and materials, including asbestos and all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law.

(q) Impositions: All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties.

(r) Indebtedness: The principal of and interest on and all other amounts, payments and premiums due under (i) the Note and all other indebtedness of Mortgagor to Mortgagee under and/or secured by the Security Documents, and (ii) each other borrower's Note and all other indebtedness of Mortgagor to Mortgagee under and/or secured by the Security Documents (as defined in such Borrower's Note).

(s) Land: The real estate described in Exhibit "A" attached hereto.

(t) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

(u) Mortgaged Property: The Land, Buildings, Fixtures, Personalty, Rents and Leases, together with:

(i) all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land, Buildings, Fixtures, and Personalty; and

(iii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards, or payments with respect to casualties.

(v) Mortgagee: Metro Chicago Investment Company, an Illinois limited partnership, its successors and assigns and the holders, from time to time, of the Note.

(w) Mortgagee's Address: c/o Tomasz/Shidler Investment Corporation, 150 North Wacker Drive, Suite 150, Chicago, Illinois 60606 Attention: Michael T. Tomasz, Facsimile No. (312)704-6606.

(x) Mortgagor: ARTAIUS Corporation, an Illinois corporation and its respective successors, assigns and successors in interest in and to the Mortgaged Property.

(y) Mortgagor's Address: 1530 Artaius Parkway, Libertyville, Illinois 60048.

(z) Note: The promissory note, dated of even date with this Mortgage, made by Mortgagor to the order of Mortgagee, in the amount of \$, secured, in part, by this Mortgage, which note matures on January 29, 1992, together with all renewals, extensions and modifications thereof.

(aa) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor and others to or due to Mortgagee under and/or as set forth in (i) the Note and/or the Security Documents, and (ii) each other Borrower's Note, Borrower's Mortgage and/or the Security Documents (as defined in such Borrower's Mortgage).

(bb) Permitted Encumbrances: The Ford Credit Mortgage, the Leases and the encumbrances described, with particularity, in Exhibit "B" attached hereto.

(cc) Person: Any individual, partnership, firm, corporation, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

(dd) Personalty: Any and all personal property owned by Mortgagor and located in or on the Land and Buildings.

(ee) Principal Balance: As defined in the Note.

(ff) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

(gg) Security Agreement: The Security Agreement, contained in this Mortgage, wherein and whereby Mortgagor grants to Mortgagee a security interest in the Rents, Leases, Personalty and Fixtures.

(hh) Security Documents: This Mortgage, the Assignment, the Security Agreement, the Guaranty, the Environmental Indemnity Agreement, the Commitment and any and all other documents now or hereafter securing the payment of the Indebtedness or the observance or performance of the Obligations.

ARTICLE 2

GRANT

2.1 Grant. To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee the Mortgaged Property, the Leases, the Rents and the Awards, subject, however, to the Permitted Encumbrances, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever.

2.2 Condition of Grant. The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estate and rights granted by them shall be void, otherwise to remain in full force and effect.

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2.3 Doctrine of Merger. Upon the foreclosure of this Mortgage, no assigned Lease shall be destroyed or terminated by application of the doctrine of merger or as a matter of law unless Mortgagee or any purchaser at such foreclosure sale so elects. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any assigned Lease unless Mortgagee or such purchaser gives written notice thereof to the applicable tenant or subtenant.

ARTICLE 3

SECURITY INTEREST AND ASSIGNMENT OF LEASES AND RENTS

3.1 Security Interest. This Mortgage shall be construed as a mortgage of both real property and personal property and it shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code (the "Code") as adopted in the State of Illinois.

3.2 Security Agreement and Assignment of Leases and Rents. Subject to the rights of Ford Credit under the Ford Credit Mortgage, Mortgagor hereby grants to Mortgagee a security interest under the Code in such of the Mortgaged Property as is or may be subject to the Code and Mortgagee shall have all rights with respect thereto afforded to it by the Code in addition to but not in limitation of the other rights afforded to Mortgagee by the Security Documents.

3.3 Financing Statements. Mortgagor agrees to and shall execute and deliver to Mortgagee, in form satisfactory to Mortgagee, such "Financing Statements" and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's liens upon the Mortgaged Property, and Mortgagee, at the expense of Mortgagor, may or shall cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such liens.

3.4 Assignment of Leases and Rents. In order to further secure payment of the Indebtedness and the observance, performance and discharge of the Obligations, and as additional security therefor, Mortgagor hereby absolutely and irrevocably assigns and transfers to Mortgagee, all of Mortgagor's right, title and interest in and to the Leases and the Rents, subject only to the Permitted Encumbrances. This Assignment and grant shall continue in effect until the Indebtedness secured by this Mortgage is paid in full. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact, with the right, at Mortgagee's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue either in Mortgagor's or Mortgagee's name, for all Rents. Notwithstanding the foregoing Assignment of Leases and Rents, and so long as no Event of Default has occurred which remains uncured, Mortgagor shall be granted a license to collect all Rents, and to apply said Rents in payment of all necessary and reasonable charges and expenses of the operation of the Mortgaged Property, and on account of the Indebtedness. This Assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession nor obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability. However, upon the occurrence of an Event of Default under the terms and provisions of this Mortgage, without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Property in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Mortgaged Property as specified in this paragraph as the same become due and payable, including, but not limited to, Rents then due and unpaid, and all such Rents shall immediately be held by Mortgagor as trustee for the benefit of Mortgagee only. Mortgagor agrees that commencing upon an Event of Default under this Mortgage, each lessee of the Mortgaged Property shall make such Rents payable to and pay such Rents to Mortgagee and Mortgagee's agents on Mortgagee's written demand to each lessee therefor, delivered to each lessee personally, by mail or by delivering such demand to each leased premises, without any liability on the part of said lessee to inquire further as to the existence of a default by Mortgagor.

The Mortgagor shall not have the right or power, as against the holder of this Mortgage without its consent, to sell, pledge, assign or otherwise encumber

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Leases of the Mortgaged Property or any part thereof, in existence on the date of this Mortgage or hereafter; and any such act shall constitute, ipso facto, an impairment of the Mortgagee's security and secured position. In the event that an assignment of rentals of even date herewith is executed by the Mortgagor in favor of the Mortgagee, then all of the terms and provisions of such assignment shall govern in lieu of the provisions of this paragraph. In the event no such instrument is executed, then all of the terms and conditions of this paragraph shall be in full force and effect.

ARTICLE 4

COVENANTS

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

4.1 Compliance with Laws. Subject to the provisions of Section 8.16, Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions ("Governmental Requirement"), which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Impositions. Subject to the provisions of Section 8.16, Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or installments thereof to be paid not later than the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof; provided, however, that if, by law, any Imposition may be paid in installments Mortgagor may pay the same in such installments.

4.3 Repair.

(a) Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and additions and betterments and improvements thereto, interior and exterior, structural and non-structural, ordinary and extraordinary and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property, and Mortgagor will obtain the written consent of Mortgagee prior to removal of any building or making any change or alteration of or additions to the Mortgaged Property except (i) a non-structural alteration which does not diminish the value of the Mortgaged Property and does not cost over \$75,000 and (ii) non-structural tenant improvements which would not materially diminish the value thereof.

(b) Mortgagor will not commit or knowingly permit any waste of the Mortgaged Property or any part thereof.

(c) Mortgagor will not permit any of the Personalty to be removed at any time from the Land and/or Buildings, without the prior written consent of Mortgagee, unless actually replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any lien or security interest except such as may be approved in writing by Mortgagee.

4.4 Insurance. Mortgagor will maintain insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks as may be specified by Mortgagee, from time to time, in amounts not less than the greater of (i) the full replacement value (including adjustment for inflation) of the Mortgaged Property, or (ii) the Indebtedness; and with

insurers acceptable to Mortgagee. Mortgagor shall cause in connection therewith to provide, and the insurer issuing such policy to certify to Mortgagee, that (i) except as otherwise provided in Section 4.5 hereof, loss payments will be payable to Mortgagee as an additional insured party and loss payee, as its interests may appear, such payments to be applied, at Mortgagee's sole option, to the restoration, repair or replacement of the Mortgaged Property, if practicable to do so, or to the payment of the Indebtedness; (ii) the interest of Mortgagee shall be insured regardless of any breach or violation by Mortgagor of any warranties, declarations or conditions in such policy; (iii) if any such insurance policy be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage for any reason whatsoever, such insurer will promptly notify Mortgagee and such cancellation or change shall not be effective as to Mortgagee for thirty (30) days after receipt by Mortgagee of such notice; and (iv) Mortgagee may, but shall not be obligated to, make premium payments to prevent such cancellation, and that such payments shall be accepted by the insurer. Mortgagor shall also maintain (x) business interruption insurance covering the loss of rents covering a minimum of twelve (12) months, (y) flood insurance, if the Mortgaged Property is located in a HUD designated flood area, and (z) general and specialized liability insurance providing coverage of not less than \$5,000,000 personal injury per occurrence and in the aggregate, with the terms thereof, amounts and insurers all to be acceptable to and approved by Mortgagee. In addition, Mortgagor shall furnish to Mortgagee at the time of execution hereof, original certificates of coverage from the issuing insurance companies to be followed by certified copies of the insurance policies, when available, and receipts for payment of the premiums then due and payable, and certified copies of each renewal policy and certificates of coverage not less than thirty (30) days prior to the expiration of the original policy or the preceding renewal policy (as the case may be), together with receipts or other evidence that the premiums thereon have been paid; and furnish to Mortgagee on or before 120 days after the close of each fiscal year of Mortgagor a statement certified by a duly authorized officer of Mortgagor of the amounts of insurance maintained in compliance with this Subsection, of the risks covered by such insurance and of the insurance company or companies which carry such insurance. Provided, that if executed copies of such policies and renewal policies have been deposited with the holder of the Ford Credit Mortgage, Mortgagor shall instead give Mortgagee copies thereof.

4.5 Restoration Following Casualty.

(a) In the event of the happening of any casualty, of any kind or nature (whether insured against or not), resulting in damage to or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee and Mortgagor will promptly restore, repair, replace, rebuild or alter the Mortgaged Property as nearly as possible to its value and condition immediately prior to such damage or destruction, whether or not there are insurance proceeds therefor. Subject to the rights of the holder of the Ford Credit Mortgage, if more than six (6) months have elapsed since the occurrence of the insured casualty, or if an Event of Default shall have occurred and is continuing, the Mortgagee shall have the right, at its option, without consent of or participation by Mortgagor to adjust or compromise any claim against the Mortgagor under any insurance policies on the Mortgaged Property. Mortgagee shall not have any right to adjust or compromise any claim under any liability insurance policy. Mortgagor shall promptly notify Mortgagee of any written claim asserted against Mortgagor on account of any injury or claimed injury to persons or property arising from the Mortgagor's ownership or development of the Mortgaged Property and shall deliver to Mortgagee the original or true copy of each summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim, suit or other proceeding promptly after Mortgagor is served with the same.

(b) Subject to the rights of the holder of the Ford Credit Mortgage, the Mortgagor hereby appoints the Mortgagee agent and attorney-in-fact to collect and receive insurance proceeds, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph 4.5 shall require Mortgagee to incur any expense or take any action hereunder. In the event any losses shall be payable on any insurance policies on the Mortgaged Property, the

Mortgagor hereby appoints the Mortgagee agent and attorney-in-fact to endorse such proceeds, checks or drafts for the purpose, at the sole option of the Mortgagee, of (i) applying them in payment or prepayment without premium of the Indebtedness secured by the Mortgage, whether or not then due; or (ii) holding the balance of such proceeds to be used to reimburse Mortgagor for the cost of reconstruction or repair of the Mortgaged Property, provided that no Event of Default shall have occurred and be continuing under the Note or this Mortgage, and the Mortgaged Property shall be restored to the equivalent of its original condition and use as same exist on the date of this Mortgage, or to such other condition and use as Mortgagee and the holder of the Ford Credit Mortgage may approve in writing.

(c) Notwithstanding any of the foregoing, Mortgagee shall apply the insurance proceeds to reconstruction and repair of the Mortgaged Property ("Restoration") if (i) no Event of Default has occurred and is continuing, (ii) the cost of Restoration will not exceed \$1.00, (iii) Restoration can be completed at least one full year prior to the then effective maturity date of the Note without giving effect to any extension for which Mortgagor has not then qualified, (iv) tenants occupying not less than seventy-five percent (75%) of the rentable square footage in the Building or Buildings concerned have confirmed in writing to Mortgagee that their leases of such Mortgaged Property shall continue in effect through and after the period during which repair and Restoration is to be completed, and (v) Mortgagee's security after completion of Restoration shall not be impaired or the value of its collateral in any way reduced. Any insurance proceeds (and interest thereon, if any) remaining after any payment for Restoration as provided in this Section may at the option of Mortgagee be (A) applied to the prepayment, in full or in part, of the Principal Balance, in accordance with Section 6(f) of the Note, and thereafter to the payment of any other Indebtedness, or (B) paid to Mortgagor. Mortgagor shall promptly reimburse Mortgagee and the Depository (as hereinafter defined), if any, upon demand for all charges and costs (including reasonable attorneys' fees) incurred by them in connection with the collection of insurance proceeds and their disbursements in accordance with this Section, and all such charges and costs, together with interest at the Interest Rate, as defined in the Note, from and after the date of payment, shall be additional amounts secured by this Mortgage. No damage or destruction or retention of insurance proceeds as provided in this Section shall suspend any obligation to make payments pursuant to the Note or suspend the accrual of interest under the Note and the Note shall bear interest and shall be payable in accordance with its tenor. If Mortgagee or Mortgagor elects or is required to apply insurance proceeds to Restoration, (1) the proceeds may at Mortgagee's election be disbursed either by Mortgagee or by a disbursing agent (the "Depository") selected by Mortgagee and paid for by Mortgagor, and in accord with good, conservative, and prudent lending practice, including, if requested by Mortgagee, the provision of payment and performance bonds by Mortgagor, (2) Mortgagor will upon demand of Mortgagee from time to time deposit with Mortgagee or Depository, in a non-interest-bearing account, such amounts in excess of remaining insurance proceeds as may be required to effect Restoration, (3) the insurance proceeds shall be disbursed from time to time as Restoration progresses, in the manner and subject to the conditions set forth in Mortgagee's then-current standard form of construction loan agreement or other reasonable conditions then satisfactory to Mortgagee, (4) all plans and specifications for the Restoration shall be subject to review and prior written approval of Mortgagee, and (5) if an Event of Default occurs prior to final disbursement of the insurance proceeds, any undisbursed portion of the Proceeds may at Mortgagee's option be applied to the indebtedness evidenced by the Note, whether or not then due and in any order of priority, rather than to Restoration.

(d) Mortgagee may, at its option, condition disbursement of said proceeds on the approval by Mortgagee and by the holder of the Ford Credit Mortgage of such plans and specifications prepared by an architect satisfactory to Mortgagee, contractor's cost estimates, architect's 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 require.

(e) So long as no Event of Default has occurred and is continuing, if the Mortgagee does not release insurance proceeds for Restoration and, instead, applies such proceeds in partial prepayment, without premium, of the Indebtedness, pursuant to Section 4.5(c) hereof, the Mortgagor shall have the right to prepay the Indebtedness in full or in part, without premium, provided that Mortgagor shall (i) give Mortgagee written notice of its intention to prepay the Indebtedness within sixty (60) days after Mortgagee applied such insurance proceeds, and (ii) pays the Indebtedness in full within sixty (60) days after giving such notice of intention to prepay.

4.6 Lease Agreements. Mortgagor agrees not:

- (a) to enter into any new Leases except as permitted herein;
- (b) not to terminate any of the Leases unless (i) such termination is in connection with the exercise of remedies available to Mortgagor on default by tenants thereunder and (ii) Mortgagor shall give notice to Mortgagee of any such termination at the same time as notice thereof is given to the tenant thereunder;
- (c) to amend or modify any of the Leases in any material respect (it being understood that any reduction in the monetary obligations of a tenant shall be deemed to be a material amendment);
- (d) to grant any concessions in connection with any of the Leases; or
- (e) to accept a surrender of any Lease;

without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. All Leases, including any new Leases hereafter entered into, shall be subordinated (subject to the non-disturbance and attornment provisions) to the lien of this Mortgage and any renewals, extensions, or modifications thereof, together with all of Mortgagee's rights and remedies arising under this Mortgage. Provided however, that (i) Mortgagee shall not withhold its consent unreasonably for new Leases which are materially consistent in form and substance (including lease economics) with existing Leases, and (ii) new Leases with economic terms equivalent to existing Leases will be deemed satisfactory as to such economic terms (but Mortgagee shall have the right to reasonably approve the new tenant, use of premises and other Lease provisions). Each Lease submitted to Mortgagee for approval shall be deemed approved unless within ten (10) Business Days after receipt thereof, Mortgagee, in writing, shall have either disapproved such Lease or requested additional information with respect thereto.

4.7 Performance of Leases and Other Agreements. Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under the Leases and other agreements to which it is a party with respect to the Mortgaged Property or any part thereof, and will use its reasonable good faith efforts to enforce or secure the performance of each and every obligation and undertaking of the respective lessees under the Leases. Mortgagor will appear and defend, at its cost and expense, any action or proceeding arising under or in any manner connected with the Leases or the obligations and undertakings of any lessee thereunder. Mortgagor will immediately notify Mortgagee in writing of any notice of default received by Mortgagor from any tenant thereunder.

4.8 Payment of Rents. Mortgagor hereby agrees that the respective lessees under the Leases, upon notice from Mortgagee of the occurrence of an Event of Default, shall thereafter pay to Mortgagee the Rents due and to become due under the Leases without any obligation to determine whether or not such an Event of Default does in fact exist. Until the occurrence of an Event of Default, Mortgagor shall be entitled to collect the Rents as and when they become due and payable, but never more than one month in advance.

4.9 Inspection. Mortgagor will permit Mortgagee, upon reasonable notice and at all reasonable times, to inspect the Mortgaged Property. Mortgagee shall have the right to enter onto the Mortgaged Property, at all reasonable times, to inspect the Mortgaged Property for the existence of Hazardous Materials on the Mortgaged Property and to determine the compliance of the Mortgaged Property and its use with any law, rule or regulation relating to industrial hygiene or environmental conditions, including soil and ground water conditions and the compliance of the Mortgagor and the Mortgaged Property with the conditions and covenants set forth herein with respect to Hazardous Materials.

4.10 Hold Harmless. Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting the Mortgaged Property, or the value of the Note or the Security Documents. Mortgagor shall appear in and defend (or pay the expenses of Mortgagee to defend, if Mortgagee elects to handle such defense) any action or proceeding purporting to affect the security of this Mortgage and/or the rights and/or powers of Mortgagee hereunder, and Mortgagor shall pay all costs and expenses (including costs of evidence of title and attorneys' fees) in any action or proceeding in which Mortgagee may so appear and/or any suit brought by Mortgagee to foreclose this Mortgage, to enforce any obligations secured by this Mortgage, and/or to prevent the breach hereof. Mortgagor's obligations under this Section 4.10 shall survive payment of the Indebtedness to Mortgagee and Mortgagee's successors and assigns as holders of the Note.

4.11 Books and Records. Mortgagor will maintain full and complete books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property), in accordance with accounting principles consistently applied, and furnish or cause to be furnished to Mortgagee such financial data as Mortgagee shall, from time to time, reasonably request with respect to Mortgagor and the ownership and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice to audit Mortgagor's books of account and records. Without limiting the generality of the foregoing, Mortgagor shall furnish or cause to be furnished to Mortgagee copies of all statements and reports delivered to Ford Credit pursuant to the Ford Credit Mortgage.

4.12 Awards. Subject to Article 7 hereof, Mortgagor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, if it so desires, to file such claim and collect any Awards and agrees that the proceeds of any Awards will be applied by Mortgagee in reduction of any portion of the Indebtedness as Mortgagee may determine, in accordance with Article 7 hereof.

4.13 Licenses. Mortgagor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for the operation of the Mortgaged Property and related facilities, and evidence satisfactory to Mortgagee that the Mortgaged Property and the use thereof comply with all applicable zoning and building laws, regulations, ordinances and other applicable laws.

4.14 Junior Financing. Mortgagor shall not incur any additional indebtedness (except unsecured debt for the purchase of property which will become subject to the lien of this Mortgage), engage in any secondary or junior financing, or create or permit to be created or to remain, any mortgage, pledge, lien, lease, encumbrance or charge on, or conditional sale or other title retention agreement, whether prior or subordinate to the liens of the Mortgage and Security Documents, with respect to the Mortgaged Property or any part thereof or income therefrom, other than the Security Documents and the Permitted Encumbrances.

4.15 Ford Credit Loan. Mortgagor shall promptly and fully perform all of the terms and conditions of the Ford Credit Mortgage (as defined in the Ford Credit Mortgage) and, without the prior written consent of the Mortgagee, which consent shall not be withheld unreasonably, will not enter into or consent to any agreement which modifies or changes any term or condition of the Ford Credit Mortgage or other Loan Documents, provided, that the Mortgagee shall have the

absolute right to withhold its consent to any agreement whereby the holder of the Ford Credit Mortgage (a) increases (whether by negative amortization or otherwise) the principal amount of, the rate of interest on, or the amount of any installment payment or the final payment of the Ford Credit Loan, or (b) accelerates any payment of the Ford Credit Loan. Mortgagor shall give Mortgagee written notice of each default under the Ford Credit Mortgage and shall send to Mortgagee, promptly upon receipt thereof, a copy of each notice received from the holder of a Ford Credit Mortgage that a default exists under the Ford Credit Mortgage.

4.16 Representations and Warranties of Mortgagor. Mortgagor hereby represents and warrants to Mortgagee that:

(a) Mortgagor is qualified to do business in every jurisdiction in which the nature of Mortgagor's business or properties makes such qualification necessary, and is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to Mortgagor.

(b) The Note and the Security Documents will not violate any provision of law (including, but not limited to, any law relating to usury), any order of any Court or other agency or government, or any indenture, agreement or other instrument to which Mortgagor is a party or by which it or any of its property is bound (other than the Ford Credit Mortgage), or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Mortgagor, except as contemplated by the Note and the Security Documents, and no action with respect thereto by Mortgagor is required.

(c) No consent or approval of any regulatory body to the execution, delivery and performance of the Note and the Security Documents or the transactions contemplated thereby is required by law.

(d) There are no suits, proceedings or investigations pending or, to the best knowledge of Mortgagor, threatened against or affecting Mortgagor or any Guarantor, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the business or condition of Mortgagor or Guarantor.

(e) No judgment, decree or order of any court or governmental or administrative agency or instrumentality has been issued against Mortgagor or Guarantor which has or may have any material adverse effect on the business or condition of Mortgagor or Guarantor.

(f) All information, reports, papers and data given to Mortgagee with respect to Mortgagor or Guarantor are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter thereof.

(g) Mortgagor has good and marketable title in fee simple to the Land and Buildings, and good and marketable title to the Personalty, and the right to assign the Leases and Rents to Mortgagee, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever except the Permitted Encumbrances.

(h) Mortgagor has not executed any prior assignment of the Leases or of its right, title, interest therein or in the Rents to accrue thereunder except to secure the Ford Credit Loan.

(i) Mortgagor and Guarantor have filed all Federal, state, county and municipal income tax returns required to have been filed by them and have paid all taxes which have become due pursuant to any assessments received by them, and Mortgagor does not know of any basis for additional assessment in respect to such taxes.

(j) The Mortgaged Property is not homestead property and the Mortgaged Property is being used for commercial purposes.

(k) The Mortgagor's chief executive office and principal place of business is located at and all of its books, records and chattel paper are kept at 1530 Artaius Parkway, Libertyville, Illinois 60048. Mortgagor shall give the Mortgagee at least twenty (20) days prior written notice of any change in such location.

4.17 Mechanics' Lien. Subject to the provisions of Section 8.16, Mortgagee shall not permit or suffer any mechanics', materialmen's or other lien to be created or to remain a lien upon any of the Mortgaged Property.

4.18 Hazardous Materials.

(a) Without limiting the generality of Section 4.1 hereof, Mortgagor shall not cause or permit the violation of any law relating to industrial hygiene or environmental conditions in connection with the Mortgaged Property, including soil and ground water conditions, or use, generate, manufacture, store or dispose of any Hazardous Materials on, under or about the Mortgaged Property. Without Mortgagee's prior written consent, which shall not be unreasonably withheld, Mortgagor shall take no remedial action with respect to any Hazardous Materials on, under or about the Mortgaged Property, and shall not enter into any settlement agreement, consent decree or other compromise or agreement relating to any such Hazardous Materials.

(b) With three (3) days' prior notice, and provided Mortgagee shall have reasonable cause to believe that there exists any Hazardous Materials on the Mortgaged Property, Mortgagee shall have the right to enter onto the Mortgaged Property to inspect the Mortgaged Property and to perform any testing of the Mortgaged Property for the existence of any Hazardous Materials thereon and to determine the compliance of the Mortgaged Property and its uses with any environmental or industrial hygiene law, rule or regulation. The inspection of the Mortgaged Property by the Mortgagee or its agents will not relieve Mortgagor of its obligation to comply with any such law, rule or regulation.

4.19 Management Agreement. The Mortgaged Property shall at all times be operated by Mortgagor, or a substitute professional management company selected by Mortgagee and acceptable to Mortgagee pursuant to the terms of a management agreement in form and substance satisfactory to Mortgagee. The management agreement must provide that at Mortgagee's option, the agreement may be terminated immediately upon the occurrence of an Event of Default under the Mortgage, or Mortgagee's acquisition of title to the Mortgaged Property whether by foreclosure, deed in lieu of foreclosure, or otherwise. All management agreements, fees and commissions payable to such management company, including, but not limited to, leasing commissions, shall be subordinated to the lien of this Mortgage.

4.20 Use of Mortgaged Property. Without the prior written consent of Mortgagee, Mortgagor will not use or cause the Mortgaged Property to be used for other than office and light industrial purposes. Mortgagor will not use the Mortgaged Property or any part thereof, or allow the same to be used or occupied, for any purpose other than as set forth in this Subsection and any directly related purposes, or for any unlawful purpose, or in violation of any certificate of occupancy or other permit or certificate, or any law, ordinance or regulation, covering or affecting the use or occupancy thereof. Mortgagor will not suffer any act to be done or any condition to exist on the Mortgaged Property or any part thereof or any article to be brought thereon, which may be dangerous (unless safeguarded as required by law) or which may constitute a nuisance, public or private, or which may void or make voidable any insurance then in force with respect thereto.

4.21 Transfer of Mortgaged Property; Due on Sale.

(a) Except as set forth in this Section 4.21, without the prior written consent of Mortgagee, Mortgagor will not (i) sell, transfer, assign, convey, hypothecate or encumber, whether voluntarily or involuntarily, or

lease (except as may be provided to the contrary in Section 4.6 hereof), all or any part of the Mortgaged Property or any interest therein, or (ii) permit any sale, assignment, pledge, encumbrance or transfer to a third party which, together with all other sales, assignments, pledges, encumbrances and transfers after the date hereof constitute more than 20% of either the voting stock of Mortgagor, or (iii) permit the seizure of the Mortgaged Property or attachment of any lien thereon, whether voluntary or involuntary, which has not been removed or bonded off to Mortgagee's satisfaction within 45 days of such attachment.

4.22 Waste. Mortgagor will not commit or knowingly permit any waste of the Mortgaged Property.

4.23 Existence. Mortgagor shall preserve and keep in full force and effect its existence, rights and trade names.

ARTICLE 5

EVENTS OF DEFAULT

The term "Event(s) of Default," as used in the Security Documents and in the Note, shall mean the occurrence or happening, from time to time, of any one or more of the following:

5.1 Payment of Indebtedness. If Mortgagor shall fail to pay all or any portion of any installment of the Indebtedness when the same shall become due and payable, whether at the due date thereof or by acceleration or otherwise, and such default shall continue for a period of five (5) days after written notice thereof from Mortgagee to Mortgagor.

5.2 Performance of Obligations. If Mortgagor shall default in the due observance or performance of any of the Obligations other than payment of money and other than Section 4.21 hereof and such default shall not be curable, or if curable shall continue for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor (unless such default, if curable, requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such thirty (30) day period and Mortgagor shall commence to cure such default within such thirty (30) day period and shall thereafter diligently and continuously process the same to completion, but in no event later than ninety (90) days after written notice unless agreed to by Mortgagee in writing). Provided that nothing contained herein shall extend the Maturity Date, as such term is defined in the Note.

5.3 Bankruptcy, Receivership, Insolvency, Etc. If voluntary or involuntary proceedings under the Federal Bankruptcy Reform Act of 1978, as amended by Bankruptcy Amendments and Federal Judgeship Act of 1984, shall be commenced by or against Mortgagor or Guarantor or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor or any Guarantor with respect to all or any part of Mortgagor's, any of its general partners, or any Guarantor's property under the Federal Bankruptcy Reform Act of 1978, as amended by the Bankruptcy Amendments and Federal Judgeship Act of 1984, or other law of the United States or of any state or other competent jurisdiction, and if such proceedings are instituted against Mortgagor or Guarantor, it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

5.4 Laws Affecting Obligations and Indebtedness. If subsequent to the date of this Mortgage, the state in which the Mortgaged Property is located passes any law (i) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgagor unlawful, or (ii) which prohibits Mortgagee from exercising any of its rights and remedies under the Security Documents.

5.5 False Representation. If any representation or warranty made by Mortgagor or others in, under or pursuant to the Note or the Security Documents, shall prove to have been false or misleading in any material respect as of the date on which such representation or warranty was made.

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5.6 Destruction of Improvements. If any of the Buildings is demolished or removed or demolition or removal thereof is imminent, eminent domain proceedings excepted.

5.7 Default Under Contribution and Indemnity Agreement. If there shall be a default by any or all of Mortgagor, Cole Taylor Bank, not personally, but solely as Trustee under Trust No. 7019 and Guarantor under the Contribution and Indemnity Agreement, which default is not cured within the applicable cure period, if any.

5.8 Security Documents. If a default shall occur under any of the Security Documents.

5.9 Due On Sale. If Mortgagor shall default in the due observance or performance of any of the provisions of Section 4.21 hereof.

5.10 Judgment. If a final judgment for the payment of money in excess of Fifty Thousand Dollars shall be rendered against Mortgagor, or Guarantor and the same shall remain unpaid for a period of sixty (60) consecutive days during which period execution shall not be effectively stayed.

5.11 Use of Mortgaged Property. If for any reason the Mortgaged Property ceases to be used for its current purposes.

5.12 Dissolution. The dissolution or termination of Mortgagor.

ARTICLE 6

DEFAULT AND FORECLOSURE

6.1 Remedies. If an Event of Default shall occur and be continuing, Mortgagee may, at its option, exercise one or more or all of the following remedies:

6.1.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor) whereupon the same shall become immediately due and payable.

6.1.2 Entry on Mortgaged Property. Subject to the rights of Ford Credit under the Ford Credit Mortgage, enter upon the Mortgaged Property and take possession thereof and of all records and accounts relating thereto.

6.1.3 Operation of Mortgaged Property. Subject to the rights of Ford Credit under the Ford Credit Mortgage, hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith.

6.1.4 Enforcement of Mortgage. Subject to the rights of Ford Credit under the Ford Credit Mortgage, Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may: (a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; (b) institute proceedings for the complete or partial foreclosure of this Mortgage; or (c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage (without being required to foreclose this Mortgage) or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

6.1.5 Foreclosure and Private Sale. Subject to the rights of Ford Credit under the Ford Credit Mortgage, sell the Mortgaged Property, in whole or in part under the judgment or decree of a court of competent jurisdiction, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law; and/or sell the Personalty in whole or in part, at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law.

6.1.6 Receiver. Upon or any time after the occurrence of an Event of Default hereunder, Mortgagee shall, subject to the rights of Ford Credit under the Ford Credit Mortgage, be entitled to the appointment of a receiver for the rents, profits and all other income of every kind which shall accrue and be owing for the use or occupation of the Mortgaged Property or any part thereof. The Mortgagee shall be entitled to the appointment of a receiver without regard to waste, adequacy of the security or solvency of the Mortgagor. The court shall determine the amount of bond, if any, to be posted by the receiver. The receiver, who shall be an experienced property manager, shall collect (until the indebtedness secured hereby is paid in full and, in the case of a foreclosure sale, during the entire redemption period) the rents, profits and all other income of every kind, manage the Mortgaged Property so to prevent waste, execute leases within or beyond the period of the receivership if approved by the court and apply all rents, profits and other income collected by him in the following order:

A. To the payment of all reasonable fees of the receiver, if any, approved by the court;

B. To the payment when due of delinquent or current real estate taxes or special assessments with respect to the Mortgaged Property, or the periodic escrow for the payment of the same;

C. To the payment when due of premiums for insurance of the type required hereby, or the periodic escrow for payment of the same, if any;

D. To the payment of expenses for normal maintenance of the Mortgaged Property; and

E. The balance to the Mortgagee (i) if received prior to the foreclosure sale, to be applied to the amount secured hereby, and (ii) if received during the period of redemption, to be applied first to any deficiency and after payment in full of such deficiency, to be paid to the purchaser (including Mortgagee) at the foreclosure sale.

The Mortgagee shall have the right, at any time, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Mortgaged Property and sums so advanced with interest at the rate provided in the Note, shall be secured hereby, or if advanced during the period of redemption, shall be a part of the sum required to be paid to redeem from the sale.

At any time while Mortgagee is entitled to the appointment of a receiver as hereinbefore provided but prior to the appointment of a receiver, Mortgagee shall have the right to collect the rents, profits and other income of every kind from the Mortgaged Property and apply the same in the manner hereinbefore provided with respect to a receiver.

6.1.7 Other. Subject to the rights of Ford Credit under the Ford Credit Mortgage, exercise any other remedy specifically granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise, including the rights described below.

6.1.8 Additional Rights and Remedies. With such notice as is reasonably practicable under the circumstances, and without releasing Mortgagor from any Indebtedness or Obligations, and without becoming a mortgagee in possession, and subject to the rights of Ford Credit under the Ford Credit Mortgage, to cure any breach or default of Mortgagor and, in connection therewith, to enter upon the Mortgaged Property and to do such acts and things as Mortgagee may deem necessary or desirable to protect the security hereof or the rights or powers of

Mortgagee hereunder; to make improvements to the Mortgaged Property as may be necessary, and advance the costs thereof against the Indebtedness; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is prior or superior hereto, the judgment of Mortgagee being conclusive as between the parties hereto; to obtain insurance; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them.

6.2 Separate Sales. Any real estate or any interest or estate therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage or other Security Documents, or pursuant to any other judicial proceedings under this Mortgage or the other Security Documents, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

6.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note and in the Security Documents shall be cumulative and concurrent and may be pursued Separately, successively or together against Mortgagor or Guarantor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

6.4 No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Mortgaged Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Indebtedness and Obligations, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security, or cure or waive any Event of Default or notice of such default under this Mortgage, or nullify the effect of any notice of default or sale or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of this Mortgage.

6.5 Payment of Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in exercising the remedies under the Note and Security Documents (including but not limited to, court costs and attorneys' fees and costs, whether incurred in litigation or not, and through all appeals, including bankruptcy and insolvency proceedings) with interest at the Defaulted Interest Rate from the date of expenditure until said sums have been paid. Mortgagee shall be entitled to bid, at the sale of the Mortgaged Property held pursuant to the power of sale granted herein or pursuant to any judicial foreclosure of this instrument, the amount of said costs, expenses and interest in addition to the amount of the other Indebtedness and Obligations as a credit bid, the equivalent of cash.

6.6 Waiver of Redemption, Notice, Marshalling, Etc. To the extent permitted by law, Mortgagor hereby waives and releases (a) all benefit that might accrue to Mortgagor and Guarantor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents, and (c) any right to have the Mortgaged Property marshalled.

6.7 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order or any other order that may be selected by Mortgagee, at its sole option:

(a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same (including, without limitation, payment of any Impositions or other taxes);

(b) second, to the payment of attorneys' fees and other legal expenses, including expenses and fees incurred or through litigation and all appeals, and legal expenses and fees of a receiver;

(c) third, to the payment of accrued and unpaid interest and late charges on the Note;

(d) fourth, to the payment of the balance of the Principal Balance of the Note; and

(e) fifth, to the payment of the balance of the Indebtedness (including but not limited to the other Borrower's Notes).

The balance, if any, shall be paid to the parties entitled to receive it.

6.8 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor or Guarantor of any of the terms and provisions of the Security Documents or of the Note shall not be deemed to be a waiver of any of the terms or provisions of the Security Documents or the Note and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor or Guarantor of any and all of them.

6.9 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness including Guarantor) shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or Guarantor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Security Documents or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Security Documents or Note without first having obtained the consent of Mortgagor, Guarantor or such other person; and in the latter event Mortgagor, Guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

6.10 Release of Collateral. Mortgagee may release, regardless of consideration, any part of the security held for the Indebtedness or Obligations without, as to the remainder of the security, in any way impairing or affecting the liens of the Security Documents or their priority over any subordinate lien. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any Obligations contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent: a) release any person liable for payment of all or any part of the Indebtedness or for performance of any Obligations; b) make any agreement extending the time or otherwise altering terms of payment of all or any part of the Indebtedness, or modifying or waiving any Obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; c) exercise or refrain from exercising or waive any right Mortgagee may have; d) accept additional security of any kind; e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property. The exercise of the rights herein reserved shall not affect or release the Guarantor.

6.11 Other Collateral. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

6.12 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to enforce any right under the Note or the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor, Guarantor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

ARTICLE 7

CONDEMNATION

7.1 Condemnation. Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to any award or payment in respect of (a) any taking of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (b) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (c) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property. Mortgagor hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such award or payment and, in the event Mortgagor fails to act, or in the event that an Event of Default has occurred and is continuing, to file and prosecute such claim or claims.

7.2 Application of Proceeds. Mortgagee shall apply all proceeds received by Mortgagee with respect to a taking of all or any part of the Mortgaged Property or with respect to damage to all or any part of the Mortgaged Property from governmental action not resulting in a taking of the Mortgaged Property, to the repair or reconstruction of the Mortgaged Property so as to cause the Mortgaged Property to be in as good a condition as before any such taking or damage as is possible ("Condemnation Repair") if (a) no Event of Default has occurred and is continuing, (b) the cost of the Condemnation Repair will not exceed \$1.00, (c) Condemnation Repair can be completed at least one full year prior to the then effective maturity date of the Note without giving effect to any extension for which Mortgagor has not then qualified, (d) tenants occupying not less than seventy-five percent (75%) of the rentable square footage in the Building or Buildings concerned have confirmed in writing to Mortgagee that their leases of such Mortgaged Property shall continue in effect through and after the period during which such Condemnation Repair is to be completed, and (e) Mortgagee's security after completion of Condemnation Repair shall not be impaired. In the event the conditions set forth in the immediately preceding sentence shall not have been satisfied, Mortgagee may at its option apply all of such proceeds to the prepayment, in full or in part, without premium, of the Principal Balance, in accordance with Section 6(f) of the Note, and thereafter to the payment of any other Indebtedness. Any such proceeds remaining after any payment for Condemnation Repair as provided in this Section may at the option of Mortgagee be (i) applied to the prepayment, in full or in part, without premium, of the Principal Balance, in accordance with Section 6(f) of the Note, and thereafter to the payment of any other Indebtedness, or (ii) paid to Mortgagor.

7.3 Rights of Ford Credit. All of Mortgagee's rights under this Article 7 are and shall be subject to the rights of Ford Credit under the Ford Credit Mortgage.

ARTICLE 8

MISCELLANEOUS

8.1 Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments

(including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto. Upon any failure by Mortgagor to execute and deliver such instruments, certificates and other documents on or before fifteen (15) days after receipt of written request therefor, Mortgagee may make, execute and record any and all such instruments, certificates and Mortgagor irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

8.2 Recording and Filing. Mortgagor, at its expense, will cause the Security Documents and all supplements thereto at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

8.3 Notice. All notices, demands, requests and other communications required under the Security Documents and the Note shall be in writing and shall be deemed to have been properly given when received if hand-delivered or sent by overnight commercial courier to a party, or upon posting, if sent by U.S. certified mail, postage prepaid, addressed to the party for whom it is intended at the Mortgagor's Address or the Mortgagee's Address, as the case may be. Any party may designate a change of address by written notice to the other, given at least ten (10) Business Days before such change of address is to become effective. If facsimile transmission telephone numbers are stated herein, then notice by facsimile transmission shall be deemed effective upon sending if confirmed in writing and delivered by overnight commercial courier.

8.4 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail to make any payment or perform any act required by the Note or the Security Documents, then, at any time thereafter, and upon notice to Mortgagor given contemporaneously with any action hereinafter described (but failure of Mortgagee to give such notice will not affect the obligation of Mortgagor to repay Mortgagee any sums expended in any such action, as hereinafter provided) and without waiving or releasing any obligation or default, Mortgagee may make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Land and/or Buildings for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All sums so paid by Mortgagee, and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses so incurred together with interest thereon at the Defaulted Interest Rate, from the date of payment or incurring, may be made as future advances under this Mortgage and shall constitute additions to the Indebtedness secured by the Security Documents, requiring payment by Mortgagor to Mortgagee, on demand. If Mortgagor shall elect to pay any Imposition, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate public office, without inquiring into the accuracy thereof or into the validity of such Imposition. Mortgagor shall indemnify Mortgagee for all losses and expenses, including reasonable attorneys' fees and costs, incurred by reason of any acts performed by Mortgagee pursuant to the provisions of this Subsection or by reason of the Security Documents, and any funds expended by Mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the Defaulted Interest Rate from the date of such expenditures may be made as future advances hereunder and, shall constitute additions to the Indebtedness which shall be secured by the Security Documents and paid by Mortgagor to Mortgagee upon demand.

8.5 Covenants Running with the Land. All covenants contained in the Security Documents shall run with the Mortgaged Property.

8.6 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Note, Security Documents and remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

8.7 Modification. The Security Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an

instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

8.8 Tax on Indebtedness or Mortgage. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts as to affect the Mortgage or the Indebtedness, the entire unpaid balance of the Indebtedness shall, at the option of Mortgagee, after thirty (30) days written notice to Mortgagor, become due and payable; provided, however, that if, in the opinion of Mortgagee's counsel, it shall be lawful for Mortgagor to pay such taxes, assessments, or charges, or to reimburse Mortgagee therefor, then there shall be no such acceleration of the time for payment of the unpaid balance of the Indebtedness if a mutually satisfactory agreement for reimbursement, in writing, is executed by Mortgagor and delivered to Mortgagee within the aforesaid period.

8.9 Maximum Rate of Interest. Notwithstanding any provision in this Mortgage, or in any instrument now or hereafter relating to or securing the Indebtedness evidenced by the Note, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments in the nature of interest, including without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto be applied to the reduction of the Principal Balance immediately upon receipt of such sums by Mortgagee, with the same force and effect as though Mortgagor had specifically designated such excess sums to be so applied to the reduction of the Principal Balance and Mortgagee had agreed to accept such sums as a premium-free payment of the Principal Balance, provided, however, that Mortgagee may, at any time and from time to time, elect, by notice in writing to Mortgagor, to waive, reduce, or limit the collection of any sums (or refund to Mortgagor any sums collected) in excess of those lawfully collectible as interest rather than accept such sums as prepayment of the Indebtedness.

8.10 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Note, and shall continue in full force and effect until the Indebtedness shall have been paid in full, except such obligations as specified in Section 4.10 hereof which shall survive. Provided that terms contained in the Commitment shall survive only to the extent that such terms are consistent with the terms of the Note and the Security Documents.

8.11 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

8.12 Loan Expenses. Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery, performance and enforcement of the Note, Mortgage and the Security Documents, including, but not limited to, fees and disbursements of its and Mortgagee's counsel, broker's fees, recording costs and expenses, documentary stamp, intangible and other taxes, surveys, appraisals and policies of title insurance, physical damage insurance and liability insurance.

8.13 Tax and Insurance Escrow. Upon an Event of Default hereunder, including, but not limited to Mortgagor's failure to pay any Imposition before any penalty may be added thereto or Mortgagor's failure to pay any insurance premium when due, Mortgagee shall have the option to require Mortgagor to pay to Mortgagee, on each of the monthly due dates of interest payments, as set forth in the Note, an amount equal to one-twelfth of the annual (1) Impositions and

(ii) insurance premiums for such insurance as is required hereunder. Mortgagor shall also pay into such account such additional amounts, to be determined by Mortgagee from time to time, as will provide sufficient funds at least thirty (30) days prior to the due dates of the next installment of such Impositions and premiums, for payment of such Impositions and premiums so as to realize the maximum discounts permitted by law. Amounts held hereunder by Mortgagee shall be non-interest bearing and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such amounts then in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such amounts. Upon full payment of the Indebtedness, or, at the election of Mortgagee at any prior time, the balance of such amounts shall be paid over to Mortgagor and no other party shall have any right or claim thereto. Amounts held by Mortgagee pursuant to this Section 8.14 (a) may be used by Mortgagee in sufficient time to allow Mortgagee to satisfy Mortgagor's obligations under the Security Documents to pay Impositions and required insurance premiums, within the maximum discount period, where applicable and (b) shall not bear interest.

8.14 No Representations by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee, pursuant to the Security Documents, including (but not limited to) any officer's certificate, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

8.15 Headings. The article headings and the section and subsection captions are inserted for convenience or reference only and shall in no way alter or modify the text of such articles, sections and subsections.

8.16 Contest of Tax Assessments, Etc. After prior written notice to Mortgagee, in the case of any material item, Mortgagor, at its own expense, may contest by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, the amount of, validity or application, in whole or in part, of any Imposition, the enforcement of any Governmental Requirement, or the amount or validity of any lien for labor or materials; provided that (i) in the case of any unpaid Imposition or lien for labor or materials, such proceedings shall suspend the collection thereof from Mortgagor and from the Mortgaged Property, (ii) in the case of any Governmental Requirement, such proceeding shall suspend the enforcement thereof, (iii) neither the Mortgaged Property nor any part thereof or interest thereunder will be in danger of being sold, forfeited, terminated, cancelled or lost, (iv) Mortgagor shall have set aside adequate reserves with respect thereto, and (v) Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by Mortgagee.

8.17 Borrower-Lender Relationship. Mortgagor acknowledges and agrees that the relationship created by the loan evidenced by the Note, Mortgage and Other Security Documents is that of lender-borrower, creditor-debtor and mortgagee-mortgagor, and the parties do not intend any partnership, joint venture, trustee-beneficiary or other similar relationship to exist or be created between Mortgagor and Mortgagee.

8.18 Nonrecourse. Mortgagor shall be liable for payment of the Indebtedness and for performance of the Obligations only to the extent of Mortgagee's security for the same, including, without limitation, all properties, rights, estates and interests covered by this Mortgage and the other Security Documents. Nothing herein contained shall limit or be construed to limit the personal liability and obligations of Mortgagor, and Guarantor under the Environmental Indemnity or the Guaranty and for (i) a default under Sections 4.1, 4.2, 4.3(b), 4.4, 4.10, 4.18(a) and 4.20 hereof, (ii) insurance proceeds and condemnation awards received by Mortgagor under Sections 4.5 and 7 hereof and applied for purposes other than those authorized by Mortgagee under the terms of this Mortgage, (iii) all Rents collected more than one month in advance which are not earned at the time of occurrence of an Event of Default, and all Rents and other income collected after the occurrence of an Event of Default which are not applied to the Indebtedness or used to pay expenses of the

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EXHIBIT "A"

LEGAL DESCRIPTION

Block 7 (except the West 27 feet) in Harlem 63rd Resubdivision in the West 1/2 of the South West 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 19-18-308-029

Volume 397

Property of Cook County Clerk's Office

91289685

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EXHIBIT 'B' 2 3 9 6 8 5

PERMITTED EXCEPTIONS

1. Second installment of 1990 real estate taxes and general real estate taxes for 1991 and subsequent years.

2. A mortgage to secure an indebtedness of the amount stated herein.

Mortgagor: Metro Chicago Investment Company, an Illinois Limited Partnership
Mortgagee: Ford Motor Credit company, a Delaware corporation
Dated: February 22, 1990
Amount: \$2,235,000.00
Recorded: February 22, 1990
Document: 90-086,097

3. A security interest in certain real chattels affixed to the land as disclosed by the following financing statement.

Secured Party: Ford Motor Credit Company
Debtor: Metro Chicago Investment Company, an Illinois Limited Partnership
Recorded: February 22, 1990
Document: 90 U 03909

4. Unrecorded lease between Glass Tempering of Chicago, as Lessee, and Seller, as Lessor, dated September 18, 1987.

5. A mortgage to secure an indebtedness of the amount stated herein.

Mortgagee: Purchaser
Mortgagor: Seller
Dated: April 29, 1991
Amount: \$265,820.65

6. A security interest in certain real chattel affixed to the Land as disclosed by financing Statement.

Secured Party: Seller
Debtor: Purchaser

7. Unrecorded easements affecting Real Estate as evidenced by manholes, Illinois Bell service, catch basins, transformers, wood poles and overhead wires.

~~These actions have been buffered through Purchaser's
Title or Representative~~

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