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REAL ESTATE MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (the "Mortgage"), made as of the 21st day of October, 1992, by HOWARD ORLOFF, an individual resident of Cook County, Illinois and CAROL ORLOFF, an individual resident of Cook County, Illinois (hereinafter jointly and severally referred to as "Mortgagor") and VOLVO FINANCE NORTH AMERICA, INC., a Delaware corporation (herein, together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, called the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is the owner, in fee simple absolute, of the real estate described in Exhibit A attached hereto and by reference made a part hereof (the "Land"), which Land forms a portion of the Premises hereinafter described; and

WHEREAS, Mortgagor has, concurrently herewith, executed and delivered to Mortgagee, its Note (herein called the "Note") of even date herewith payable to the order of Mortgagee in the principal sum of THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000) bearing interest at the rate specified and payable as set forth therein, due in any event on the "Maturity Date" (as defined in the Note); and

WHEREAS, the indebtedness evidenced by the Note, including without limitation the principal thereof, interest, premiums, if any, thereon, other sums due thereunder and all extensions or renewals thereof, in whole or in part, and all other sums which may be at any time due or owing or required to be paid as herein provided and/or as provided in any other "Security Instrument" (as defined in the Note) are herein sometimes called the "Indebtedness Hereby Secured."

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Susan I. Matejcek, Esq.
Jones, Day, Reavis & Pogue
77 West Wacker Drive
Suite 3500
Chicago, Illinois 60601-1692
(312) 782-3939

Box 333

P.I.N. No.

14-31-405-007-0000
14-31-405-009-0000

Commonly known as:
1924 North Paulina St.
Chicago, Illinois

7382935D1

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1992 OCT 22 PM 3:42
COOK COUNTY, ILLINOIS
REC'D HHS 60601-1692

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NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all the covenants, agreements and provisions contained herein, in the Note and in the Security Instruments and in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid by the Mortgagee to Mortgagor, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor DOES HEREBY GIVE, GRANT, BARGAIN, SELL, CONVEY, MORTGAGE AND WARRANT to Mortgagee, with mortgage covenants herein contained, its successors and assigns forever, the Land (which, together with the property mentioned in the next four succeeding paragraphs hereto, hereafter collectively are called the "Premises");

TOGETHER WITH all right, title and interest of Mortgagor in and to the beds of the ways, streets, sidewalks, curbs, avenues and alleys adjoining the Land, including without limitation any after-acquired title or reversion therein;

TOGETHER WITH all and singular the tenements, hereditaments, easements, rights-of-way, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said real estate, including without limitation any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainder and remainders thereof;

TOGETHER WITH absolutely and presently all rents, receipts, revenues, issues, profits, proceeds and cash collateral, royalties, income and other benefits accruing to and to accrue from any and all leases with respect to the Premises, including without limitation benefits accruing from all present and future oil, gas and mineral leases and agreements derived from the Premises, subject to the right, power and authority hereinafter given to Mortgagor as a license to collect and apply such amounts prior to the occurrence of a default hereunder;

TOGETHER WITH all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Land, and all fixtures now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the Land, and all articles of personal property

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used in connection with the management, maintenance, operation and/or convenience of any building or buildings and improvements located thereon (collectively, the "Personalty"), including without limitation all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the management, maintenance, operation and/or convenience of the aforesaid real property or improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, dynamos, apparatus and hot-and-cold water equipment and systems, and all renewals or replacements thereto or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured (all of the foregoing items described in this paragraph being hereafter referred to as "Improvements/Personalty").

Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property (i) form a part of the realty covered by this Mortgage and (ii) be appropriated to its use and deemed to be realty it is hereby agreed and declared further that to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code as adopted in the State of Illinois), this instrument shall constitute a security agreement creating a security interest in such goods, as collateral, in Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as adopted in the State of Illinois (the "Code"), as more particularly set forth in Paragraph 17 hereof;

TOGETHER WITH all right, title, estate and interest of the Mortgagor in and to the Premises hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after default in payment (and the expiration of any applicable cure period), or breach of any covenant herein contained;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, to the extent and in the manner as is elsewhere expressly provided herein;

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TOGETHER WITH all the estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Premises, including without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the Improvements and any damage resulting therefrom, as expressly provided herein;

TOGETHER WITH all deposits or other security or advance payments, including rental payments made by or on behalf of Mortgagor to others, with respect to (i) insurance policies relating to all or any part of the Premises, (ii) utility service for all or any part of the Premises, (iii) cleaning, maintenance, repair or similar services for all or any part of the Premises, (iv) refuse removal or sewer service for all or any part of the Premises, (v) rental of equipment, if any, used in the management and operation by or on behalf of Mortgagor of all or any part of the Premises, and (vi) parking or similar services or rights afforded to all or any part of the Premises;

TOGETHER WITH all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises, including without limitation severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, all as set forth in Paragraph 10 hereof; and

TOGETHER WITH all remainders, reversions, leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default as hereinafter defined; the Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and

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observed by the Mortgagor, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness; Performance. The Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other Indebtedness Hereby Secured; and the Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed or observed as provided herein, in the Note and in the Security Instruments; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc.

(a) The Mortgagor, at its sole cost and expense, shall perform (or cause to be performed) the following: (a) promptly repair, restore or rebuild any building or improvement now or hereafter included within the definition of Premises which may become damaged or be destroyed, whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises and all adjoining sidewalks and curbs in good condition and repair appropriate for a first-class facility of similar construction, without waste, and free from mechanic's materialmen's or like liens or claims or other liens or claims for lien, except that Mortgagor may contest any mechanic's, materialmen's or like lien or claim until the entry of a final judgment or decree affirming the validity of such lien or claim or until the Premises or any part thereof become subject to sale on account of such lien or claim, whichever first shall occur, provided that Mortgagor first deposits with Mortgagee adequate funds (or other security acceptable to Mortgagee in its sole discretion), in the opinion of Mortgagee, to pay and discharge in full such lien or claim; (c) pay, when due, any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof and, upon request, exhibit to the Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete, within a reasonable time, any building or buildings or other improvements now or at any time in the process of erection upon the Premises; (e) fully comply with and take any and all response or remedial actions required pursuant to any and all present and future laws, ordinances, orders, covenants of record, rules, regulations and requirements of all federal, state and

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WASHINGTON, D. C. 20535

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municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, including without limitation all zoning, building code, Environmental Laws (as hereinafter defined) and equal employment opportunity statutes, ordinances, regulations, orders and restrictions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or to the use or manner of use thereof; (f) make or permit no material alterations in the Premises (except as required by law or ordinance) without the prior written consent of the Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; (j) cause the Premises to be managed in a competent and professional manner; and (k) grant no parking rights in the Secured Property, except with Mortgagee's prior written consent. All repairs made by Mortgagor shall be made with first-class material and in a good, substantial and workmanlike manner, and shall be equal or better in quality and class to the original work. When used in this paragraph 2, the terms "repair" and "repairs" shall include all necessary renewals and replacements.

(b) Mortgagor shall have the right, after prior notice to Mortgagee, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to Mortgagee, the validity or application of any law, ordinance, order, rule or regulation or requirement of the nature referred to in subparagraph (a) above, and which does not subject the Mortgagee to any civil or criminal liability, subject to the following:

(i) If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without incurring any lien or charge of any kind against the Premises, Mortgagor may delay compliance therewith until the final determination of such proceeding.

(ii) If any lien or charge against the Premises would be incurred by reason of any such delay, Mortgagor, nevertheless, may contest as aforesaid and delay as aforesaid, provided Mortgagor (i) furnishes to Mortgagee security, satisfactory to Mortgagee, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence. Anything to the contrary notwithstanding,

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if the contesting of the validity or legality of any such law, ordinance, rule, regulation or requirement shall cause a breach of any of the terms, conditions, covenants of any lease of the premises on Mortgagor's part, as lessor therein, to be performed, then Mortgagor shall not have the right to contest the same as herein provided but compliance therewith must be made pursuant to subparagraph (a) above.

3. Other Liens and Interests. The lien of this Mortgage is subject and subordinate to the interests in the Premises and the liens thereon described in Exhibit B attached hereto and made a part hereof (herein, collectively, called the "Permitted Encumbrances"), true and correct copies of which have been delivered by Mortgagor to Mortgagee, and to the terms and provisions of the Permitted Encumbrances, except to the extent that this Mortgage may become senior to the lien of any Permitted Encumbrance by reason of any subordination or other agreement hereafter duly executed. With respect to the Permitted Encumbrances, Mortgagor shall (i) timely observe and perform all covenants and obligations contained therein; (ii) not take any action or fail to take any action if the taking of such action or failure to take such action would cause a default thereunder, and (iii) not exercise any rights or remedies under any Permitted Encumbrance which might be adverse to Mortgagee's interests, without the prior written consent of Mortgagee. Notwithstanding anything to the contrary herein contained, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance of any kind or nature whatsoever to attach to the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, without Mortgagee's prior written consent thereto, excepting only (y) the Permitted Encumbrances and, (z) the lien of real estate taxes and assessments not yet due or delinquent.

4. Taxes. The Mortgagor shall pay, before any penalty, fine, interest or other cost for non-payment attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, impositions, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor in all events shall furnish to the Mortgagee duplicate official receipts therefor. Mortgagor, upon request of Mortgagee, will furnish to Mortgagee within five (5) days before the date when any Taxes would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to Mortgagee evidencing the payment thereof. The certificate,

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advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Taxes, or non-payment of such Taxes shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill. The Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which the Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, the Mortgagor shall deposit with the Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the opinion of the Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if the Mortgagor shall not pay the same when required so to do, the Mortgagee may (but shall not be obligated to) do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured or the Mortgagee, then in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such Taxes, or reimburse the Mortgagee therefor on demand, unless such payment or reimbursement by Mortgagor is unlawful and cannot be effected, in which event the Mortgagee, at its option, shall thereupon be entitled to declare all Indebtedness Hereby Secured immediately due and payable. Nothing in this Paragraph 4 contained shall require the Mortgagor to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes pertaining to the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

5. Insurance Coverage. The Mortgagor, at its sole cost and expense, will insure and keep insured all of the buildings and improvements now or hereafter included within the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time reasonably require, and in any event including:

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(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and such other risks as the Mortgagee may reasonably specify, in such amounts as Mortgagee may reasonably require based upon the full replacement cost of the Premises. As used herein, "full replacement cost" shall mean (i) with reference to those items comprising the Improvements/Personalty that are considered realty (whether as fixtures or otherwise), the cost of replacing said items, exclusive of the cost of excavations, foundations and footings below the lower basement floor, without depreciation, and (ii) with reference to all other items comprising the Improvements/Personalty, the cost of replacing said items. Such full replacement cost shall be determined from time to time (but not less frequently than once in any 36 calendar months) by an insurer or underwriter or by an appraiser, architect or contractor designated by Mortgagor and approved in writing by Mortgagee and paid by Mortgagor. No omission on the part of Mortgagee to request any such determination shall relieve Mortgagor of its obligations pursuant to this Paragraph 5.

(b) Public liability insurance against bodily injury and property damage occurring in, on or about the Premises and/or the adjoining streets, sidewalks and passageways, with such limits as the Mortgagee may reasonably require.

(c) Rental or business interruption insurance in amounts that either (i) are sufficient to pay during any period of not less than twelve (12) months all amounts required herein to be paid by the Mortgagor, or (ii) are otherwise reasonably required by Mortgagee. Mortgagor hereby assigns to Mortgagee the proceeds of such insurance as security for the payment of all sums due in connection with the Indebtedness Hereby Secured and this Mortgage.

(d) Steam boiler, sprinkler system, machinery and other insurance of the type and in amounts as the Mortgagee may reasonably require but in any event not less than customarily carried by persons or entities owning or operating like properties.

(e) If the Improvements/Personalty are located in a flood hazard area, flood insurance on the Improvements/Personalty in an amount equal to the lesser of "full replacement cost" thereof or the maximum amount of insurance obtainable.

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(f) War risk insurance upon the building and other improvements as and when such insurance is obtainable from the United States of America or any agency or instrumentality thereof for the maximum amount of insurance obtainable.

(g) Such other insurance, including, without limitation, extended coverage or all risk in such amounts and in form and substance as may from time to time be reasonably required by Mortgagee against other insurable hazards, including, but not limited to malicious mischief, vandalism, windstorm, earthquake, nuclear reaction or radioactive contamination, which at the time are commonly insured against and generally available in the case of premises similarly situated, due regard being or to be given to the height and type of Improvement, its location, construction, use and occupancy.

(h) Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing, in the event of loss, with any insurance required hereunder. Mortgagor may however effect for its own account any insurance not required under the provisions of this Mortgage but any such insurance effected by Mortgagor or the Premises whether or not required under this Paragraph 5 shall be for the mutual benefit of Mortgagor and Mortgagee, as their respective interests may appear and shall be subject to all other provisions of this Paragraph 5.

6. Insurance Policies.

(a) All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form and amounts approved in writing by Mortgagee and shall be issued by financially responsible issuers authorized to do business in the State of Illinois, and all policies of casualty insurance (i) shall have attached thereto standard mortgage clauses or endorsements and, if required by Mortgagee, waiver of subrogation clauses (and such other clauses and/or endorsements as Mortgagee may require) in favor of Mortgagee, (ii) shall provide that losses shall be payable to the Mortgagee, (iii) shall include a provision therein agreeing that the coverage evidenced thereby shall not be terminated, reduced or modified adversely to Mortgagee's interests without thirty (30) days' prior written notice to the Mortgagee, and (iv) shall otherwise be in form satisfactory to Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance

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policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

(b) In the event that Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the original policies of insurance required hereunder Mortgagee may at its sole option procure such insurance and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee with interest thereon at the Default Interest Rate specified in the Note (hereinafter the "Default Interest Rate") to the date of repayment and the same shall be secured by this Agreement.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable;

(a) The Mortgagor shall, if hereafter required by Mortgagee, deposit with the Mortgagee on the first (1st) day of each and every month, commencing with the next date the payment of interest or principal becomes due on the Indebtedness Hereby secured, an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable.

The amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable. Taxes and Insurance Deposits (i) shall be held by the Mortgagee without any allowance of

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interest thereon, and (ii) shall not be, or be deemed to be, trust funds, and may be comingled with general funds of the Mortgagee or its designee. Transfer of legal title to the Premises shall automatically transfer to the new owner the beneficial interest in all sums deposited under the provisions of this Paragraph 7.

(b) The aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of interest and/or principal and interest payable on the Note shall be paid in a single payment each month, to be applied prior to default to the following items in the order stated:

- (i) Taxes and insurance premiums;
- (ii) Indebtedness Hereby Secured other than principal and interest on the Note;
- (iii) Interest on the Note;
- (iv) Amortization of the principal balance of the Note.

(c) The Mortgages will, out of the Tax and Insurance Deposits, (i) upon the presentation to the Mortgagee by the Mortgagor of the bills therefor, pay the insurance premiums and Taxes, or (ii) upon the presentation of receipted bills therefor, reimburse the Mortgagor for such payments made by the Mortgagor. It shall be the responsibility of the Mortgagor to furnish Mortgagee with bills in sufficient time to pay the Taxes and insurance premiums before any penalty attaches and before the policies lapse. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when the same shall become due, then the Mortgagor shall pay to the Mortgagee on demand an amount equal to the deficiency. If the total of such Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited against subsequent payments to be made for such deposits.

(d) In the event of a default in any of the provisions contained in this Mortgage or in the Note (and the expiration of any applicable grace period), the Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as the Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagor. All Tax

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and Insurance Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by the Mortgagee to be irrevocably applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of the Mortgagor.

(e) Notwithstanding anything herein contained to the contrary, the Mortgagee, and its loan servicing agent, or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless the Mortgagor, while no default exists hereunder, shall have requested the Mortgagee in writing to make application of such Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

(f) To the extent that under any Permitted Encumbrance Mortgagor is required to make, and makes, Tax and Insurance Deposits, to be held by an institutional lender not affiliated with or controlled by, directly or indirectly, Mortgagor, Mortgagee will waive any requirement hereunder to make such Deposits, provided that, in the opinion of Mortgagee, the Tax and Insurance Deposits being held under a Permitted Encumbrance are adequate.

8. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises and:

(a) In case of loss covered by policies of insurance prior to the entry of a decree of foreclosure in an amount reasonably estimated by Mortgagee to be less than Ten Thousand Dollars (\$10,000.00), the Mortgagor shall be entitled to negotiate with the insurance company or companies relative to the amount to be paid upon the loss, but Mortgagor shall not agree to any final adjustment or settlement of any claim without the prior written consent of Mortgagee. In case of loss covered by policies of insurance (i) in an amount reasonably estimated by Mortgagee to be in excess of Ten Thousand Dollars (\$10,000.00) or (ii) after entry of a decree of foreclosure, the Mortgagee (or the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (x) to settle and adjust any claim under such policies without the consent of the Mortgagor, or (y) to allow the Mortgagor to agree with the insurance company or companies relative to the amount to be paid upon the loss.

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(b) The Mortgagee shall, and is hereby authorized, subject to the provisions of subparagraph (d) hereof and of Paragraph 9 below, to collect and receipt for any such insurance proceeds; and any and all expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to the Mortgagee upon demand.

(c) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), if twenty percent (20%) or more of the leasable area of the Premises is damaged or destroyed, the Indebtedness Hereby Secured shall become immediately due and payable. In this respect, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as the Mortgagee may elect.

(d) In the event the Insured Casualty results in damage or destruction to less than twenty percent (20%) of the leasable area of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee; provided, however that so long as there does not then exist a default hereunder, under the Note or any Security Instrument; the proceeds of insurance shall be made available to the Mortgagor, as provided in Paragraph 9 below, for the restoring, repairing, replacing or rebuilding of the Premises.

(e) Nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Premises as provided in Paragraph 2 hereof or restoring all damage or destruction to the Premises, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagor of any insurance proceeds shall not cure or waive any Event of Default, as hereinafter defined, or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

9. Disbursement of Insurance Proceeds. In the event the Mortgagee elects or is required to reimburse the Mortgagor out of insurance proceeds held by the Mortgagee for the cost of restoring, repairing, replacing or rebuilding of the Premises, such proceeds shall be disbursed from time to time upon the

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Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidence of cost, payment and performance as the Mortgagee may require and approve; and the Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for that purpose, shall be at least sufficient in the judgment of the Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by the Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured then most remotely to be paid, or be paid to any other party entitled thereto. Proceeds of insurance held by Mortgagor shall be invested by Mortgagee (or, at Mortgagee's sole discretion, by Mortgagor) as directed in writing by Mortgagor pursuant to documentation satisfactory to Mortgagee, with all interest and earnings thereon being added to the funds so invested, provided, that it is expressly agreed that in no event shall Mortgagee be obligated to relinquish to Mortgagor sole control of said proceeds.

10. Condemnation.

(a) In the event that all or any portion of the Premises shall be taken in condemnation proceedings or by exercise of any right of eminent domain (hereinafter called, collectively, "Condemnation Proceedings"), Mortgagee shall have the right to participate in any such Condemnation Proceedings and the proceeds thereof are hereby assigned to Mortgagee and shall be deposited with the Mortgagee and disbursed in the manner set forth in this

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(c) In the case of any taking covered by the provisions of this Paragraph 10, Mortgagee shall be entitled as a first priority to the reimbursement out of any award or awards for all reasonable costs, fees, and expenses incurred by Mortgagee in the determination and collection of any such awards to the full extent that Mortgagee has not previously been reimbursed therefor by Mortgagor.

(d) Notwithstanding any taking by Condemnation Proceedings, Mortgagor shall continue to pay all amounts as and when due under the Note, as well as all other sums secured by this Mortgage and/or the other Security Instruments, at the rate(s) provided therein, unless and until any such award or payment shall have been actually received by Mortgagee and applied to the principal sum as provided in this Paragraph 10. Any reduction in the principal sum resulting from Mortgagee's application of such award or payment as hereinabove set forth shall be deemed to take effect only on the date of such application. If prior to Mortgagee's receipt of such award or payment the Premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent any portion of the Indebtedness Hereby Secured remains unpaid after application of the proceeds of the foreclosure sale, with interest thereon at the Default Interest Rate plus attorneys' fees, accountants' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment and in establishing the deficiency.

(e) The application of condemnation proceeds to the obligations secured by this Mortgage, whether or not then due or payable, shall not postpone, abate or reduce any of the periodic installments of principal and/or interest thereafter to become due under this Mortgage until the Indebtedness Hereby Secured is paid in full.

11. Stamp Tax. If, by the laws of the United States of America, or of any state, county, or municipality having jurisdiction over the Mortgagor or the Premises, any tax is assessed or becomes due in respect of the issuance of the Note, or the granting or recording of this Mortgage or any other Security Instrument, the Mortgagor shall pay such tax in the manner required by such law.

12. Prepayment Privilege. The Mortgagor may not prepay the Note, in whole or in part, except to the extent, upon the payment of the charge and in the manner expressly provided in the Note.

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13. Effect of Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release; and their liability and the lien and all provisions hereof shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation who, upon consent by Mortgagee shall take a junior mortgage, or other junior lien upon the Premises or any interest therein, shall take the said lien subject to the rights of the Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignment herein referred to, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage or the lien of any other Security Instrument losing its priority over the rights of any such junior lien.

14. Mortgagee's Performance of Mortgagor's Obligations. In case of the occurrence of a default in the performance of Mortgagor's obligations hereunder or in any emergency, the Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee; and the Mortgagee may, but shall not be required to, make full or partial payments with respect to any Permitted Encumbrance and any other encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses (including without limitation management fees) of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including without limitation attorneys' fees and all costs of litigation through and including post-judgment and appellate proceedings, if any, and other monies advanced by the Mortgagee to protect the Premises

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and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Interest Rate. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of the Mortgagor. The Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, payment, discharge, compromise or settlement of any other lien or Permitted Encumbrance, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the improvements or the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

15. Inspection of Premises and Records. Mortgagee, its employees and agents, shall have the right to inspect the Premises and to inspect and make copies of all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagee shall give Mortgagor one (1) business day's notice of its intention to conduct an inspection, except in the event of an emergency, for which there may be no notice. For purposes of this Paragraph 15, and notwithstanding the terms contained in Paragraph 35, notice by telecopy or any other means, whether written or oral, shall be adequate.

16. Audits. Mortgagor will cause to be kept and maintained complete and accurate books and records of the earnings and expenses of the Premises, and without expense to Mortgagee shall cause to be furnished to Mortgagee monthly financial statements of Howard Orloff Imports, Inc. ("Imports"), and, within one hundred twenty (120) days after the end of each fiscal year of Imports, (a) a true and correct copy of Imports' federal and state income tax returns for the year most recently completed, and (b) an audit with respect to said fiscal year prepared in accordance with generally accepted accounting standards relating to real estate of this type consistently applied and certified by a nationally recognized independent certified public accountant or other accountant

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reasonably satisfactory to the Mortgagee, which shall include: (i) a statement of assets and liabilities of Imports with respect to its operations at the Premises, (ii) a statement of the source and application of funds by Imports with respect to the Premises, (iii) a detailed profit and loss statement relating to the ownership and operation of the Premises, including, without limitation, a statement from Mortgagor of all rents and other income derived therefrom and all expenses paid or incurred in connection therewith, and (iv) such interim balance sheets and profit and loss statements and income and expense reports with respect to the Premises as may be required by Mortgagee of both Mortgagor and Imports.

17. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Code with respect to any part of the Premises owned by Mortgagor which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Paragraph 17 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph 17 shall not limit the generality or applicability of any other provision of this Mortgage or any other Security Instrument but shall be in addition thereto:

(a) The Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof and the Permitted Encumbrances.

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises, and will not be removed therefrom without the prior written consent of the Mortgagee (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Collateral are the Debtor, the Mortgagee and permitted tenants and users thereof.

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(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Debtor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances and the Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) Upon any Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter, the Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 19 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, if any, as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least five (5) days' notice of the time and place of any public sale thereof (such notice being deemed to be commercially reasonable notice). Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the

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Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the attorneys' fees and legal expenses, including all costs of litigation through and including post-judgment and appellate proceedings, if any, and accounting fees, incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

(g) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including without limitation having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of the Debtor and Mortgagee (Secured Party) are set forth in Paragraph 35 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the County where the Premises are located. The Debtor is the record owner of the Premises.

18. Restrictions on Transfer. Mortgagor acknowledges that the continuous ownership of the Premises and the continuous management and/or control of the operation of same by Mortgagor is of a material nature to the transaction and the making of the loan evidenced by the Note and secured by this Mortgage and the other Security Instruments, and therefore it shall be an Event of Default hereunder if, without the prior written consent of the Mortgagee, which may be granted or withheld in Mortgagee's sole discretion, any one or more of the following shall occur:

(a) Except as hereinafter set forth, if the Mortgagor shall create, effect, contract for, consent to or permit any conveyance, sale, assignment, transfer, pledge, mortgage, security interest or other voluntary lien, encumbrance or alienation of the Premises or any part

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thereof or interest therein, excepting sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the lien hereof, of at least equal value and utility; or

(b) If the Premises or any part thereof is converted to a condominium or cooperative form of ownership;

in each case whether any such conveyance, sale, contract, assignment, transfer, pledge, mortgage, security interest, or other voluntary lien, encumbrance or alienation (a "Transfer") is affected directly or indirectly; provided, however, that the foregoing provisions of this Paragraph 18 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein (or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, in the Mortgagor); by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committees. The provisions of this Paragraph 18 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of stock of, or partnership or joint venture interest in, the Mortgagor.

19. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

(a) If an Event of Default, as defined in the Note, shall occur or if default be made and shall continue for ten (10) days in the making of any payment of monies required to be made hereunder; or

(b) If an Event of Default pursuant to Paragraph 18 hereof shall occur and be continuing, in which case Mortgagor shall not be entitled to any notice or period of grace of any kind; or

(c) If default be made in the delivery to the Mortgagee of any of the financial statements required pursuant to Paragraph 16 hereof and be continuing ten (10) days after notice thereof by Mortgagee to the Mortgagor; or

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(d) If (and for the purpose of this paragraph 19(d) only, the term Mortgagor shall mean and include not only Mortgagor but also each other person and/or entity who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein whether or not such obligations are cancelled prior to the repayment of the Indebtedness Hereby Secured),

(i) Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, or

(ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or

(iii) Within thirty (30) days after the filing against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or

(iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for the Mortgagor for all or the major part of the Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or

(v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of the Premises; or

(e) If any default shall exist under the provisions of the Assignment referred to in Paragraph 25 hereof or of any other Security Instrument, including without limitation the Mortgagor's Certificate and Agreement of even date herewith (and the applicable grace period, if any, having expired); or

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(f) If default shall continue for twenty (20) days after notice thereof by the Mortgagee to the Mortgagor in the due and punctual performance or observance of any other agreement or condition herein; or

(g) If any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage, any other Security Instrument, including without limitation the Mortgagor's Certificate and Agreement, or otherwise, by Mortgagor, or by any person or entity liable for the Indebtedness Hereby Secured, shall prove to be materially false; or

(h) If the Premises shall be abandoned; or

(i) If (and for the purposes of this paragraph 19(i) only, the term Mortgagor shall mean and include not only Mortgagor, but also any partnership in which the Mortgagor is a general partner, or any corporation which is owned or controlled by Mortgagor), there exists any default with respect to any other loan made by Mortgagee to Mortgagor which is (i) secured by any real property (x) owned by Mortgagor or (y) owned by a land trust, the beneficial interest in which is owned by Mortgagor or (ii) guaranteed by Mortgagor (and the applicable grace period, if any, thereunder having expired);

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, the Assignment, any other Security Instrument or by law or in equity conferred, including without limitation (i) the institution of any action for specific performance of any covenant contained herein or in aid of the execution of any power herein granted, and (ii) the exercise of the statutory power of sale conferred by the laws of the State of Illinois.

20. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises; and the net income,

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IN SENATE
JANUARY 11, 1901

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899

RELATIVE TO THE
LANDS BELONGING TO THE STATE

AND TO THE
MANNER OF DISPOSING OF THEM

AND TO THE
MANNER OF IMPROVING THEM

AND TO THE
MANNER OF LEASING THEM

AND TO THE
MANNER OF SELLING THEM

AND TO THE
MANNER OF RENTING THEM

AND TO THE
MANNER OF DONATING THEM

AND TO THE
MANNER OF EXCHANGING THEM

AND TO THE
MANNER OF MORTGAGING THEM

AND TO THE
MANNER OF ENCUMBERING THEM

AND TO THE
MANNER OF ASSIGNING THEM

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after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

21. Enforcement of Lien. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, or upon the occurrence of an Event of Default pursuant to the terms of the Note, this Mortgage or other Security Instruments, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale or otherwise, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees and all costs of litigation through and including post-judgment and appellate proceedings, if any, accountants' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sale, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including without limitation the fees of any attorney employed by or on behalf of Mortgagee in any litigation, proceedings or sale affecting this Mortgage, the Note, any Security Instrument or the Premises, including without limitation probate and bankruptcy proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Interest Rate per annum until paid.

22. Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver; and the Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect

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the rents, issues and profits of the Premises during the pendency of such foreclosure suit as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale. The proceeds of any foreclosure or public auction sale of the Premises shall be distributed and applied in the order of priority set forth in the Note, or, if no such order of priority is set forth in the Note, then in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings or public auction, including all such items as are mentioned in Paragraph 21 hereof; second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal remaining unpaid upon the Note; and lastly, any overplus to the Mortgagor, and its successors or assigns, as their rights may appear.

24. Insurance Upon Foreclosure; Waiver of Right of Redemption. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or

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more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redepton may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redepton. In the event of foreclosure or public auction sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

The Mortgagor hereby covenants and agrees that it will 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 the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to and provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or before or after such sale or sales claim or exercise any rights under any statute now or hereinafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. The Mortgagor hereby expressly waives any and all rights of redemption from sale under any statute and under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person and entity (except decree or judgment creditors of Mortgagor) acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by law. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

25. Assignment of Leases and Rents. As further security for the Indebtedness Hereby Secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate Collateral Assignment of Leases and Rents (herein called the "Assignment") dated as of the date hereof, wherein

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and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits with respect to certain present and future leases of the Land executed by Mortgagor (the "Leases" and the lessees under such Leases being individually the "Lessee" and collectively the "Lessees"). All of the terms and conditions of said Assignment are hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor under the Assignment. Any and all liability, loss or damage incurred by the Mortgagee and as to which Mortgagee is entitled, pursuant to the provisions of the Assignment, to be indemnified by Mortgagor, together with the costs and expenses, including without limitation attorneys' fees and accountants' fees and all costs of litigation through and including post-judgment and appellate proceedings, if any, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the Default Interest Rate from the date of demand to the date of payment.

26. Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the actual taking of possession of the Premises.

27. Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee its agent and attorney-in-fact for that purpose. The Mortgagor will reimburse the Mortgagee for any and all sums expended by Mortgagee in making, executing and recording such documents.

28. Mortgagor's Successors. In the event that the ownership of Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and

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the Indebtedness Hereby Secured in the same manner as with the Mortgagor. The Mortgagor will give immediate written notice to the Mortgagee of any conveyance, transfer or change of ownership of part or all of the Premises, or part or all of the fixtures and improvements thereon, but nothing in this Paragraph 28 shall vary or negate the provisions of Paragraph 18 hereof.

29. Rights Cumulative. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to the Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. No act of Mortgagee shall be construed as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness Hereby Secured as same shall become due, without regard to whether or not the balance of the Indebtedness Hereby Secured shall then be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action by reason of any other default or defaults by the Mortgagor existing at the time such earlier action was commenced.

30. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not, and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce each and every term and provision hereof as fully and to the same extent and with the same effect as if such holder were herein

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by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated the Mortgagee.

31. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

32. Expenses. Mortgagor hereby agrees to pay all fees, expenses and charges in respect to the Indebtedness Hereby Secured, or in any way connected therewith, including, without limitation, the fees and expenses of local counsel, should local counsel be employed by Mortgagee in connection with the Indebtedness Hereby Secured, accountants' fees, title insurance and survey costs, recording and filing fees, mortgage taxes, documentary stamps and any other taxes, fees and expenses payable in connection with the Indebtedness Hereby Secured. Further, Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against any and all claims for any fees, charges, commissions (including without limitation brokerage commissions and/or similar compensation), taxes and compensation in connection with the Indebtedness Hereby Secured.

33. Time of the Essence. Time is of the essence of the Note, this Mortgage, the Assignment and any and all other Security Instruments.

34. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

35. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder three (3) business days after the mailing thereof:

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(a) If to the Mortgagee:

Volvo Finance North America, Inc.
25 Phillips Parkway
Montvale, New Jersey 07645
Attention: Legal Department

and

Volvo Finance North America, Inc.
1900 Firman Drive
Suite 700
Richardson, Texas 75089
Attention: Commercial Finance Department

with a copy to:

Thomas G. Burch, Esq.
Jones, Day, Reavis & Pogue
77 West Wacker Drive
Suite 3500
Chicago, Illinois 60601-1692

(b) If to the Mortgagor:

Howard and Carol Orloff
1171 Longmeadow
Glencoe, Illinois 60022

with a copy to:

Norman Barkson, Esq.
Barkson, Gorov & Levin
221 N. LaSalle Street
Suite 1612
Chicago, Illinois 60601

Any such notice may be served by personal delivery thereof, which delivery shall constitute service of notice hereunder on the date of such delivery or by deposit with a nationally recognized overnight courier service, which deposit shall constitute service of notice hereunder on the first (1st) business day following the date of such deposit.

36. Option to Subordinate. At the option of the Mortgagee and on notice to Mortgagor, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to condemnation) to any and all Leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for Cook County, Illinois, of a unilateral declaration to that effect.

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37. Changes in Tax Laws. In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law deducting from the value of the Land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments, or changing in any way the laws relating to the taxation or changing in any way the laws relating to the taxation of mortgages, trust deeds, or debts secured by mortgages or the Mortgagee's interest in the Premises, or the method of collecting taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured, or the holder thereof, then, and in such event, the Mortgagor, upon demand by the Mortgagee therefor, shall pay such taxes or assessments (collectively "Mortgage Taxes"), or reimburse the Mortgagee therefor, unless such payment or reimbursement by the Mortgagor is unlawful and cannot be effected, in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor.

38. Maximum Indebtedness. This Mortgage secures all future advances made to Mortgagor by Mortgagee under the Note, provided, however, that notwithstanding anything to the contrary contained herein, in no event shall the Indebtedness Hereby Secured exceed Five Hundred Million Dollars (\$500,000,000.00).

39. Parties Not Partners. Nothing contained in this Mortgage shall constitute Mortgagor and Mortgagee as joint venturers or partners with one another or agents for one another or render either of them liable for and debts or obligations of the other.

40. Estoppel Letters. The Mortgagor, upon ten (10) days' prior written notice, shall furnish the Mortgagee with a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness Hereby Secured, and stating whether or not any off-sets or defenses exist against such principal and interest, and, if so, the particulars thereof, and any other matters requested by Mortgagee.

41. Indemnification.

(a) In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagor shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims costs, charges, and expenses, including, without limitation, reasonable architect's, engineer's, attorneys' and accountant's fees and all disbursements which may be

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imposed upon, incurred or asserted against the Mortgagee by reason of: (i) the construction of the Improvements/Personalty (ii) any capital improvements, other work or thing done in, on or about the Premises or any part thereof, (iii) any use, non-use, misuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises or any part thereof or any street, drive, sidewalk, curb, passageway or space comprising a part thereof or adjacent thereto, (iv) any negligence on the part of either the Mortgagor or any Lessee under a Lease of the Premises or their agents, contractors, servants, employees, licensees or invitees, (v) any accident, injury (including death) or damage to any person or property occurring in, on or about the Premises or any part thereof or in, on or about any street, drive, sidewalk, curb, passageway or space adjacent thereof, (vi) any default or Event of Default as hereinafter defined, (vii) any lien or claim which may be alleged to have arisen on or against the Premises or any part thereof under the laws of the local or state government or any other governmental or quasi-governmental authority or any liability asserted against the Mortgagee with respect thereto, (viii) any tax attributable to the execution, delivery, filing or recording of this Mortgage, the Note, any Lease of the Premises, or any Security Instruments, or (ix) any contest permitted pursuant to the provisions of this Mortgage.

(b) The obligations of the Mortgagor under this Paragraph 41 shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against the Mortgagee by reason of any event as to which the Mortgagor is obligated to indemnify, then upon demand by the Mortgagee, the Mortgagor, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Mortgagee's name, if necessary by the attorneys for the Mortgagor's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as the Mortgagee shall approve in writing. Notwithstanding the foregoing, the Mortgagee may engage its own attorneys in its reasonable discretion to defend it or to assist in its defense and the Mortgagor shall pay the fees and disbursements of such attorneys.

42. Environmental Matters; Illinois Responsible Property Transfer Act.

(a) Mortgagor represents and covenants that "Hazardous Substances" as such term is hereinafter defined are not being used, and will not be used, on, from, or

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affecting the Premises in any manner and, to Mortgagor's best knowledge, no prior owner of the Secured Property or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Substances on, from, or affecting the Premises, in any manner. Mortgagor represents and covenants: (i) that the Premises are in compliance with all Environmental Laws; (ii) that there are no conditions existing currently or reasonably likely to exist during the term of this Mortgage which would subject Mortgagor to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws as such term is hereinafter defined, or assertions thereof, or which require or are likely to require cleanup, removal, remedial action or other response pursuant to Environmental Laws by Mortgagor; (iii) that Mortgagor is not a party to any litigation or administrative proceedings, nor so far as is known by Mortgagor is any litigation or administrative proceeding threatened against it, which asserts or alleges that Mortgagor has violated or is violating Environmental Laws or that Mortgagor is required to clean up, remove or take remedial or other responsive action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Substances or materials; (iv) that neither the Premises or Mortgagor is subject to any judgment, decree, order or citation related to or arising out of Environmental Laws or has been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws; (v) that no permits, licenses or approvals material to the ownership or operation of the Premises are required under Environmental Laws relative to the Premises, or any portion of the Premises; and, (vi) that there are not now, nor to the best of Mortgagor's knowledge after due and diligent inquiry have there ever been materials stored, deposited, treated, recycled or disposed of on, under or at the Premises (or tanks or other facilities thereon containing such materials) which materials or contained materials, if known to be present at the Premises or present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws, except for one (1) underground storage tank which was removed from the Premises between November 19, 1990 and March 1, 1991. Mortgagor shall promptly advise Mortgagee in writing of any Hazardous Substances claims which are hereafter asserted, or if Mortgagor obtains knowledge of any discharge, release, or disposal of any Hazardous Substances in, on, under or about the Secured Property, or that any condition described hereinabove has occurred.

(b) Wherever used in this Mortgage and/or the Security Instruments, the term, "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation

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and Liability Act as amended, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; any so-called "Superfund" or "Superlien" law or any other federal, state, local and foreign laws or regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder relating to pollution or protection of the environment, (collectively "Environmental Laws"), including without limitation, Environmental Laws relating to reclamation of land and waterways and Environmental Laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes or otherwise relating to worker health and safety or public health and safety, in each case material to the ownership or operation of the Secured Property.

(c) Mortgagor hereby indemnifies and agrees to defend, protect and hold Mortgagee, its partners, employees and agents, and any successor, successors, or assigns to Mortgagee's interest in the chain of title to the Premises, harmless from and against any and all losses, liabilities, fines, charges, damages, injuries, penalties, response and investigation costs, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against the Mortgagee including without limitation, (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Mortgagee in connection with clauses (a) and (b) hereof, including but not limited to, reasonable attorneys' fees and all costs of litigation through and including post-judgment and appellate proceedings, if any, and fees of any and all other consultants, experts and engineers and witnesses (expert and otherwise) for, with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, emission, discharge or release from, the Premises or any other property legally or beneficially owned (or any interest or estate which is owned) by the Mortgagor of any Hazardous Substance (as hereinafter defined) (including, without

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limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under, through or as a result of any Environmental Laws relating to or imposing liability or standards of conduct concerning any Hazardous Substance), or (ii) the presence of any asbestos on the Premises (including, without limitation, the cost of relocating tenants and the cost of removal) regardless of whether caused by, or within the control of, Mortgagor, or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor, or any third persons at any time, occupying or present on the Premises, or arising out of or related to any breach of Mortgagor's obligations under this Mortgage. Any of such activities as set forth in subparagraph (b) of this Paragraph 42(c) shall be undertaken in accordance with Environmental Laws. For the purposes of this Mortgage, the term "Hazardous Substance" means and includes any flammable explosives, radioactive materials, or hazardous, toxic or dangerous waste, substance or related material including, but not limited to, substances defined as such in (or for purposes of) the Environmental Laws regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. The indemnification and hold harmless agreement of Mortgagor contained herein shall survive the repayment of all sums due under the Security Instruments and the discharge and satisfaction of this Mortgage or transfer of title to Mortgagee or any third party by foreclosure or otherwise.

(d) Mortgagor shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of any Environmental Laws relating to hygiene or to the environmental conditions on, under or about the Premises including, but not limited to, soil and ground water conditions. Mortgagor shall not use, generate, manufacture, store, dispose or permit to exist in, on, under or about the Premises any Hazardous Substance. Mortgagor hereby agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors and subcontractors and any other persons occupying or present on the Premises to so comply with all Environmental Laws applicable to the use, generation, handling, storage, treatment, transport, storage, manufacture and disposal of any Hazardous Substance now or hereafter located or present on or under the Premises, including, but not limited to any underground storage tanks.

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(e) Without Mortgagee's prior written consent, Mortgagor shall not take any remedial action in response to the presence of any Hazardous Substances, on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Substances claims, which remedial action, settlement, consent or compromise might, in Mortgagee's sole judgment, impair the value of Mortgagee's security hereunder; provided, however, that Mortgagee's prior consent shall not be necessary in the event that the presence of any Hazardous Substance on, under, or about the Premises either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Mortgagee's consent before taking such action, provided that in such event Mortgagor shall notify Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent where such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction, or (b) Mortgagor establishes to the reasonable satisfaction of Mortgagee that there is no reasonable alternative to such remedial action which would result in less impairment of Mortgagee's security hereunder.

(f) Mortgagee shall have the right, but not the obligation, to join and participate in, as a party if it so elects, any legal proceeding or actions initiated by any person or entity in connection with any Hazardous Substances claims and in such case, to have its reasonable attorneys' fees and costs incurred in connection therewith paid by Mortgagor.

(g) Mortgagor represents and warrants to Mortgagee that Mortgagor has delivered to Mortgagee a complete and correct disclosure document as required under the Illinois Responsible Property Transfer Act of 1988 (Ill. Rev. Stat. Ch. 50, par. 901 et seq.) (the "Act"). Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from and against any and all liability, loss, costs, damage, liens, fines, penalties and claims asserted against or incurred by Mortgagee (including, without limitation, attorneys' fees, consultants' fees and expert witness fees, and all costs of litigation, through and including post-judgment and appellate proceedings, if any) as a result of any inaccuracy or omission in the disclosure document delivered. This representation and warranty shall survive any foreclosure or release of this Mortgage.

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(h) Mortgagor agrees to cause the completed disclosure document to be timely recorded in the office of the Recorder of Cook County and a copy to be timely filed with the Illinois Environmental Protection Agency. Mortgagor shall pay all costs associated with such recording and filing and shall provide satisfactory evidence of such recording and filing to Mortgagee. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from and against any and all liability, loss, costs, damages, liens, fines, penalties and or claims against or incurred by Mortgagee (including, without limitation, attorneys' fees, consultants' fees and expert witness fees, and all costs of litigation, through and including post-judgment and appellate proceedings, if any) as a result of any failure to properly and timely record and file the disclosure document. The obligations under this section shall survive any foreclosure or release of this Mortgage.

(i) Mortgagee shall have the right, at any time, to conduct an environmental audit of the Premises and Mortgagor shall allow Mortgagee and its agents and independent contractors access to the Premises to conduct such audits and shall cooperate with Mortgagee, its agents and independent contractors in the conduct of such audit.

43. Non-Waiver By Mortgagee. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of its obligation to pay the Indebtedness Hereby Secured, as and when due, by reason of Mortgagee's failure to comply with any request of Mortgagor to take any action to enforce any of the provisions of this Mortgage, the Note or any of the Security Instruments. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Premises, Mortgagee may release any person or entity at any time liable for the payment of the Indebtedness Hereby Secured of any portion thereof or any part of the security held therefor, without in any manner impairing or affecting the Note, Security Instruments or the lien thereof or the lien or priority of this Mortgage, as so extended and modified. Mortgagee may resort for the payment of the Indebtedness Hereby Secured to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Indebtedness Hereby Secured, or any portion thereof, or to enforce any covenant of this Mortgage, without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage.

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44. Illinois Law and Venue. This Mortgage shall be interpreted, governed and construed in all respects by the internal laws of the State of Illinois, and any action commenced to enforce any of the provisions of this Mortgage shall have as its venue in Cook County, Illinois.

45. Interim Remedies: Partial Foreclosure.

(a) Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness Hereby Secured as same shall become due, without regard to whether or not the balance of the Indebtedness Hereby secured shall then be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action by reason of any default or defaults by the Mortgagor existing at the time such earlier action was commenced.

(b) Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or part thereof. It is further agreed that if default be made in the payment of any part of the Indebtedness Hereby Secured as an alternative to the right to foreclosure for the full Indebtedness Hereby Secured after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said Indebtedness Hereby Secured so in default, as if under a full foreclosure, and without declaring the entire Indebtedness Hereby Secured due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the Indebtedness Hereby Secured, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the Indebtedness Hereby Secured; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the Indebtedness Hereby Secured, but as to such unmatured part this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this subsection. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the Indebtedness Hereby Secured by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial

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foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the Indebtedness Hereby Secured, it being the purpose to provide for a partial foreclosure sale of the Indebtedness Hereby Secured for any matured portion of the Indebtedness Hereby Secured without exhausting the power to foreclose and to sell the premises pursuant to any such partial foreclosure for any other part of the Indebtedness Hereby Secured whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

46. Publicity. Any news releases, publicity or advertising through any media which refers, either directly or indirectly, to the Indebtedness Secured Hereby, must have the prior written approval of Mortgagee.

47. Mortgagor's Obligation to Deliver Chattel Mortgages. Mortgagor shall from time to time, within fifteen (15) days after request by Mortgagee, execute, acknowledge and deliver to Mortgagee, such chattel mortgages, security agreements or other similar security instruments, in form and substance satisfactory to Mortgagee, covering all Personalty and other property of any kind whatsoever owned by Mortgagee or in which Mortgagor may have any interest which, in the sole opinion of Mortgagee, is essential to the operation and maintenance of the Premises. Mortgagor shall further from time to time within fifteen (15) days after request by Mortgagee, execute, acknowledge and deliver any financing statement, renewal, affidavit, certificate, continuation statement or other document as Mortgagee may request in order to perfect, preserve, continue, extend or maintain the security interest under, and the priority of, this Mortgage or such chattel mortgage or other Security Instrument as a first lien. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such instrument or document, including the charges for examining title and the attorney's fee for rendering an opinion as to the priority of this Mortgage and of such chattel mortgage or other Security Instrument as a valid first and subsisting lien. However, neither a request so made by Mortgagee nor the failure of Mortgagee to make such a request shall be construed as a release of such property, or any part thereof, from the lien of this Mortgage, it being understood and agreed that this covenant and any such chattel mortgage, security agreement or other similar security instrument, delivered to Mortgagee, are cumulative and given as additional security.

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48. Mortgagor's Representation re: Pending Litigation.

Except for the matters listed on Schedule I attached hereto and made a part hereof, there are no actions, suits, investigations or proceedings pending or, to the knowledge and belief of the Mortgagor, threatened against or affecting the Mortgagor, or the business, operations, properties or assets of Mortgagor, or before or by any governmental department, commission, board, regulatory authority, bureau, agency, or instrumentality, domestic, foreign, federal, state or municipal (herein collectively called "governmental agency"), or any court, arbitrator or grand jury, which may result in any material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Mortgagor, or in the ability of the Mortgagor to perform this Mortgage. The Mortgagor is not, to the knowledge and belief of the Mortgagor, in default with respect to any judgment, order, writ, injunction, decree, demand, rule or regulation of any court, arbitrator, grand jury or of any governmental agency, default under which might have consequences which would materially and adversely affect the business, operations, properties or assets or the condition, financial or otherwise, of the Mortgagor.

49. Authorization, No Legal Restrictions On Performance.

The execution and delivery by Mortgagor of this Mortgage and the other Security Instruments to which it is a party and the compliance by Mortgagor with the terms and conditions hereof and thereof have been duly and validly authorized by all necessary action. Neither the execution and delivery by Mortgagor of this Mortgage or any of the other Security Instruments to which it is a party nor the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof, to the best of Mortgagor's knowledge will conflict with or result in a breach of, or constitute a default under, any of the terms, obligations, covenants, conditions or provisions of any corporate restriction or of any indenture, mortgage, deed of trust, pledge, bank loan or credit agreement, corporate charter, by-law or any other agreement or instrument to which Mortgagor is now a party or by which its properties may be bound or affected, or any judgment, order, writ, injunction, decree or demand of any court, arbitrator, grand jury, or governmental agency, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or asset of the Mortgagor under the terms or provisions of any of the foregoing. Mortgagor is not in default in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions

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contained in any indenture or other agreement creating, evidencing or securing indebtedness of the Mortgagor's or pursuant to which Mortgagor is a party or by which Mortgagor or its properties may be bound or affected.

50. Compliance with Laws. The Mortgagor has, to the best knowledge and belief of the Mortgagor, complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof, in respect of the conduct of its business and ownership of its properties (including, without limitation, applicable statutes, rules, regulations, orders and restrictions relating to equal employment opportunities or environmental standards or controls). No governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery or performance of this Mortgage or any of the Security Instruments.

51. Tax Status. The Mortgagor has filed all United States income tax returns and all state and municipal tax returns which are required to be filed, and has paid, or made provision for the payment of, all taxes which have become due pursuant to said returns or pursuant to any assessment received by the Mortgagor, except such filings and taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided. The United States income tax liability of the Mortgagor has been satisfied for all taxable years up to and including the taxable year ending 1991, and Mortgagor has received no notices from the Internal Revenue Service with respect thereto.

52. Absence of Foreign or Enemy Status. The Mortgagor is not a "national" of a "designated foreign country" (or a person defined as a "designated foreign country") within the definitions in the Foreign or Cuban Assets Control Regulations of the United States Treasury Department, 31 CFR, Subtitle B, Chapter V, as amended, or any regulation or ruling issued thereunder.

53. Federal Reserve Board Regulations. The Mortgagor does not own any "margin security" as such term is defined in Regulation G of the Board of Governors of the Federal Reserve System (12 CFR Part 207), as amended, except margin securities owned or which may be acquired by the Mortgagor which do not and would not in the aggregate constitute a substantial part of the assets of the Mortgagor within the meaning of Section 207.2(i) of the aforesaid Regulation G, and the Mortgagor will not use any part of the proceeds from the loans to be made under this Mortgage (1) directly or indirectly, to purchase or

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carry any such security or to reduce or retire any indebtedness originally incurred to purchase any such security within the meaning of such Regulation, (2) so as to involve the Mortgagor in a violation of Regulation T, U or X of such Board (12 CFR Parts 220, 221 and 224), or (3) for any other purpose not permitted by Section 7 of the Securities Exchange Act of 1934, as amended, or any of the rules and regulations respecting the extension of credit promulgated thereunder.

54. Investment Company Act and Public Utility Holding Company Act. The Mortgagor is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended, and the Mortgagor is not a "holding company" or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company", as such terms are defined in the Public Utility Holding Company Act of 1935, as amended.

55. Exempt Status of Transactions Under Securities Act and Representations Relating Thereto. The Mortgagor has not, either directly or through any agent, offered all or any part of the loan to be made by Mortgagee under this Mortgage to, or solicited any offers to make all or any part of such loan from, or otherwise approached or negotiated or communicated in respect of all or any part of such loan with, more than five (5) persons including Mortgagee. Neither the Mortgagor nor any agent on its behalf, will offer to obtain all or any part of such loan from or solicit any offers to make all or any part of such loan from, or otherwise approach or negotiate or communicate in respect of all or any part of such loan with, any person or persons so as thereby to bring the obtaining of such loan by the Mortgagor and the delivery of the Note within the registration provisions of the Securities Act of 1933, as amended.

56. Employee Benefit Plans.

(a) None of the employee benefit plans maintained at any time by the Mortgagor (herein called "Employee Benefit Plans") or the trusts created thereunder has engaged in a prohibited transaction which could subject any such Employee Benefit Plan or trust to a tax or penalty on prohibited transactions imposed under Internal Revenue Code Section 4975 or the Employee Retirement Income Security Act of 1974 and the regulations thereunder (herein called "ERISA").

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(b) None of the Employee Benefit Plans which are employee pension benefit plans or the trusts created thereunder has been terminated; nor has any such Employee Benefit Plan incurred any liability to the Pension Benefit Guaranty Corporation established pursuant to ERISA which would be material to the Mortgagor, other than for required insurance premiums which have been paid when due, or incurred any accumulated funding deficiency which would be material to the Mortgagor, whether or not waived; nor has there been any reportable event, or other event or condition, which presents a risk of termination of any such Employee Benefit Plan by such Pension Benefit Guaranty Corporation which termination would be material to the Beneficiary.

(c) The present value of all benefits vested under the Employee Benefit Plans which are employee pension benefit plans did not, as of the most recent valuation date, exceed the then current value of the assets of such Employee Benefit Plans allocable to such vested benefits by an amount that would materially affect the financial condition of the Beneficiary or the ability of the Mortgagor to perform under the Note.

(d) The consummation of the loan from Mortgagee referred to in this Mortgage, and the execution and delivery of the Note hereunder, will not involve any prohibited transaction.

(e) As used in this Paragraph 57, the terms "employee benefit plans", "employee pension benefit plans", "accumulated funding deficiency", "reportable event", "accrued benefits", "separate account" and "multi-employer plan" shall have the respective meanings assigned to them in ERISA, and the term "prohibited transaction" shall have the meaning assigned to it in Internal Revenue Code Section 4975 and ERISA.

57. Representations & Covenants re: Title. Mortgagor represents, covenants and agrees that Mortgagor (a) is lawfully seized and possessed of the Premises, in fee simple, subject to no mortgage, lien, charge or encumbrance, except as specifically set forth in the title insurance policy issued to Mortgagee upon recordation of this Mortgage, (b) has full power and lawful authority to grant, bargain, sell, convey, assign, transfer and mortgage the Premises in the manner and form hereby mortgaged and conveyed, (c) is the fee owner of the Improvements, and (d) is the owner of the Personalty, and that Mortgagor will defend the title to the Premises against all claims and demands whatsoever.

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58. Covenants & Representations re: Security Instruments. The Mortgagor covenants and represents that the Security Instruments are valid and enforceable obligations of the Mortgagor in accordance with the terms thereof and hereof and that the Security Instruments do not nor does the performance or observance by the Mortgage of any of the matters in the Security Instruments provide for or contravene any covenant in any indenture or agreement affecting the Mortgagor.

59. Recovery of Sums Required To Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness Hereby Secured as same shall become due, without regard to whether or not the balance of the Indebtedness Hereby Secured shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

60. Covenants to Run With the Land. All of the covenants herein shall run with the Land.

61. Form of Payment. All payments required or provided herein shall be paid in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the office of Mortgagee or at such other place either within or without the State of Illinois as Mortgagee may from time to time designate.

62. No Merger. If both the lessor's and Lessee's estates under any Lease or any portion thereof which constitutes a part of the Premises shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger and in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Premises pursuant to the provisions hereof, any Leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any Lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such Lessee or sublessee.

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63. Usury Savings Clause. It is the intention of Mortgagor and Mortgagee to conform strictly to the usury laws now or hereafter in force in the State of Illinois and any interest payable under the Note, this Mortgage, and/or any of the other Security Instruments executed by Mortgagor, to the extent that any sums secured hereby or the advancing of such sums by Mortgagee shall not be exempt from such laws, shall be subject to reduction to the amount not in excess of the maximum non-usurious amount allowed under the usury laws of Illinois as now or hereafter construed by the courts having jurisdiction over such matters. In the event the maturity of the Note is accelerated by reason of any provision of this Mortgage including, without limitation, an election by Mortgagee resulting from an Event of Default (or an event permitting acceleration) under this Mortgage or any other Security Instruments, voluntary prepayment of the Note, or otherwise, then earned interest may never include more than the maximum amount permitted by law, computed from the dates of each advance of the Indebtedness Hereby Secured until payment, and any interest in excess of the maximum amount permitted by law shall be cancelled automatically and, if theretofore paid, shall at the option of the Mortgagee either be rebated to Mortgagor or credited on the principal amount of the Note or if all principal has been repaid, then the excess shall be rebated to Mortgagor. The aggregate of all interest (whether designated as interest, service charges, points or otherwise) contracted for, chargeable, or receivable under the Note, this Mortgage, or any other document executed in connection with this loan transaction shall under no circumstances exceed the maximum legal rates upon the unpaid principal balance of this Note remaining unpaid from time to time. In the event such interest does exceed the maximum legal rate, it shall be deemed a mistake and such excess shall be cancelled automatically and if theretofore paid, rebated to the Mortgagor or credited on the principal amount of this Note, or if the Note has been repaid, then such excess shall be rebated to the Mortgagor.

64. Late Charges. In the event that any installment of principal, interest, or escrow deposit shall become overdue by more than three (3) days, a "late charge" of five cents (\$.05) for each dollar (\$1.00), or part thereof so overdue, shall be charged to the Mortgagor by the Mortgagee for the purpose of defraying the Mortgagee's expenses incident to handling such delinquent payment. This charge shall be in addition to and not in lieu of, any other remedy Mortgagee may have and is in addition to any reasonable fees and charges of any agents or attorneys which Mortgagee is entitled to employ on any default hereunder whether authorized herein, or by law. Such "late charges" if not previously paid, shall, at the option of Mortgagee be added to and become part of the succeeding monthly payment to be made under the Note and secured by this Mortgage.

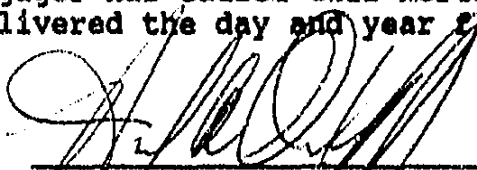
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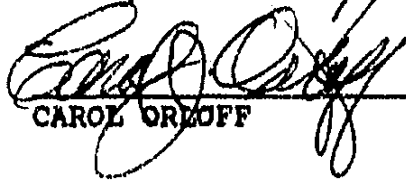
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65. Joinder of Spouse. When the Premises shall be owned by a married person, the joinder herein by the spouse of such person shall be construed not only as binding such spouse individually, but also as a quitclaim and release to Mortgagee of any interest of such spouse in the Premises by way of dower, courtesy, community property or otherwise.

66. Construction Mortgage. Mortgagor acknowledges and agrees that this Mortgage constitutes a "Construction Mortgage" within the meaning of Section 9.313(1)(c) of the Illinois Uniform Commercial Code.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.



HOWARD ORLOFF



CAROL ORLOFF

Mortgagee hereby joins in the execution of this Real Estate Mortgage and Security Agreement solely for the purposes of securing the benefits of a security agreement under the provisions of the Uniform Commercial Code covering the Collateral.

VOLVO FINANCE NORTH AMERICA,
INC., a Delaware corporation

ATTEST

By: _____
Name: _____
Title: _____

By: 
Name: Katie Stewart
Title: Regional Wholesale Manager

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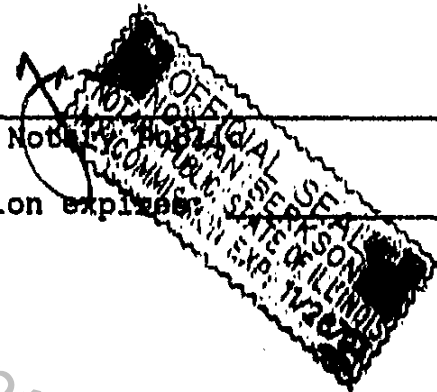
STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, Nelvan W. Beckard, a Notary Public in and for the County aforesaid, State of Illinois, do hereby certify that HOWARD ORLOFF and CAROL ORLOFF, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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.

Given under my hand and notarial seal this 11 day of October, 1932.

Notary Public

My commission expires _____



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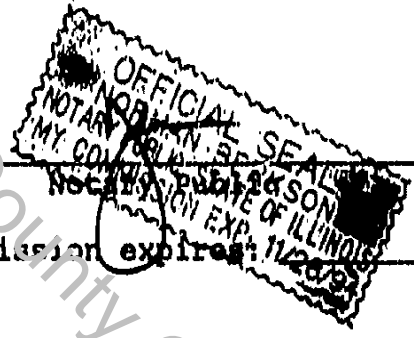
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, NEWMAN A. BECKERSON, a Notary Public in and for the County aforesaid, State of New Jersey, do hereby certify that KATHA JEWART, REGIONAL MANAGER ~~President and Secretary~~ of Volvo Finance North America, Inc., who ~~are~~ is personally known to me to be the same person whose name ~~are~~ is subscribed to the foregoing instrument as such ~~President and Secretary~~ of said corporation, appeared before me this day in person and acknowledged that ~~she~~ signed and delivered the said instrument as ~~their~~ own free and voluntary act and as the free and voluntary acts of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of October, 1992.



My commission expires: 11/28/92

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOTS 60 TO 69, BOTH INCLUSIVE AND LOTS 87 TO 96, BOTH INCLUSIVE (EXCEPT THAT PART OF LOTS 92 TO 96, LYING NORTH EAST OF A LINE INTERSECTING THE NORTH LINE OF LOT 96, 90 FEET FROM THE NORTH EAST CORNER OF LOT 96, AND INTERSECTING THE EAST LINE OF LOT 92, 115 FEET FROM THE NORTH EAST CORNER OF LOT 96), AND THE VACATED NORTH AND SOUTH ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 29 IN THE SUBDIVISION OF BLOCKS 17, 18, 20, 21 (EXCEPT LOTS 1, 6, AND 12 IN SAID BLOCK 21, 23, 28, 29, 30, 31, AND 32) (EXCEPT LOTS 1, 2, 3, 6 AND 7) 33, 38, 39, 40, AND 41 OF SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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NOTICE

FOR THE PUBLIC

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for the year 1992 which are not yet due and payable.
2. Unrecorded Lease made by Howard A. Orloff and Carol Orloff, as Lessors, to Howard A. Orloff Imports, Inc., doing business as Howard A. Orloff Jaguar Volvo, as Lessee.
3. Encroachment of overhead sign over and onto the public way northeasterly of the land by 5.5 feet as disclosed by survey dated November 8, 1989 by Gremley and Biedermann, Inc.
4. Encroachment of guard rail over and onto the public way northeasterly and adjoining the land by an undisclosed amount as disclosed by survey dated November 8, 1989 by Gremley and Biedermann, Inc.

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