92370926

JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of April 7, 1992, by and between ALBANY BANK AND TRUST COMPANY, N.A. (the "Land Trustee"), not individually but as Trustee under the provisions of a Trust Agreement dated June 1, 1986, and known on such Trustee's records as Trust No. 11-4355 (the "Trust"), having its principal office at 3400 West Lawrence, Chicago, Illinois 60625, and SAM LONG (the "Borrower"), located at 5739 N. Ravenswood, Chicago, Illinois 60660 (herein, the Land Trustee and the Borrower, individually and collectively, jointly and severally, together with the successors and assigns of each of them, are sometimes called the "Mortgagor"), and TEXOR PETROLEUM COMPANY, INC., 3340 South Harlem Avenue, Riverside, Illinois, 60546 (herein, together with its successors and assigns, called the "Mortgagee").

R E C I T A L S

(a) Note, Principal and Interest. The Mortgagor has executed and delivered to the Mortgagee a promissory note dated the date hereof, payable to the order of the Mortgagee, and due and payable in full if not sooner paid on or before January 31, 1994, subject to acceleration as provided in such promissory note, or in this Mortgage, in a face principal amount equal to ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) (the "Loan Amount") (herein, such promissory note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured hereby, shall be called the "Note"). The Note bears interest as provided in the Note, on the principal amount thereof from time to time outstanding. The Note evidences a revolving credit obligation of Mortgagor under which Mortgagor may borrow, repay and reborrow amounts, subject to the limitations set forth therein. For greater certainty, the Note shall remain in full force and effect regardless of whether the outstanding principal balance thereunder is at any time Zero Dollars ($0.00). All principal and interest on the Note are payable in lawful money of the United States of America at the office of the Mortgagee in

This instrument prepared by
and after recording return to:

Glen R. Cornblath, Esq.
Sachnoff & Weaver, Ltd.
30 South Wacker Drive
Suite 2900
Chicago, Illinois 60606
(312) 207-1000

Box 367

[illegible]

[illegible]

[illegible]

Riverside, Illinois, or at such place as the holder thereof may from time to time appoint in writing. The Mortgagor is or will become justly indebted to the Mortgagee in the Loan Amount in accordance with the terms of the Note and this Mortgage.

(b) Security Documents; Debt Papers. This Mortgage and each and every additional document or instrument which may at any time be delivered to the Mortgagee as security for the Note, as any of the same may at any time or from time to time be amended, modified or restated, and together with all substitutions, renewals and replacements therefor, are sometimes referred to collectively herein as the "Security Documents." The Note and the Security Documents are sometimes referred to collectively herein as the "Debt Papers."

(c) The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: the principal of and interest on the Note; all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to this Mortgage or any of the other Debt Papers; all of the covenants, obligations and agreements (and the truth of all representations and warranties to Mortgagee of Borrower) of the Mortgagor in, under or pursuant to the Note, this Mortgage, and all of the other Debt Papers, and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined), perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "nonrecourse", now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee (provided, however, that the maximum amount included within the Liabilities on account of principal shall not exceed the sum of an amount equal to two times the Loan Amount plus the total amount of all advances made by the Mortgagee to protect the Collateral and the security interest and lien created hereby); interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the other Debt Papers and the Liabilities.

(d) The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:

(i) Real Estate. All of the Land described on Exhibit A attached hereto and made a part hereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all

development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparati, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, underground storage tanks, underground piping and pumps, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), signs, supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate, any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located on the Real Estate or located elsewhere for purposes of fabrication, storage or otherwise (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(vii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises.")

G R A N T

NOW THEREFORE, for and in consideration of the Mortgagee's making any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, including sums advanced pursuant to the Note, and in consideration of the various agreements contained herein and in the Note and any Debt Papers, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, TRANSFERS AND ASSIGNS AND BORROWER HEREBY WARRANTS, TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS, FOREVER, AND HEREBY GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and Borrower warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than the encumbrances permitted by Mortgagee in writing (the "Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that Mortgagor and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever.

I. COVENANTS AND AGREEMENTS OF BOROWER AND MORTGAGOR

Further to secure the payment and performance of the Liabilities, Mortgagor hereby covenants, and agrees, and Borrower hereby warrants, with the Mortgagee as follows:

1.1. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal of and interest, if any, on the Note, and all other Liabilities (including fees and charges). All sums payable by Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

1.2. Payment of Taxes. Mortgagor will pay before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands

[illegible] THE [illegible] OF [illegible], [illegible], [illegible] AND
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] AND [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] TO THE
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] A CONTINUING
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [

created or represented by this Mortgage or by any of the other Debt Papers, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee all receipts showing payment of all of such taxes, assessments and charges.

1.3. Maintenance and Repair. Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements or Goods which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair.

1.4. Sales; Liens. Mortgagor will not, voluntarily or involuntarily, without the prior written consent of Mortgagee being first had and obtained, which consent may be granted or withheld in Mortgagee's sole and unreviewable discretion: sell, contract to sell, assign, transfer or convey, or permit to be transferred or conveyed, the Collateral or any part thereof or any interest or estate in any thereof (including any conveyance into a trust or any conveyance of the beneficial interest in any trust holding title to the Premises); remove any of the Collateral from the Premises or from the State in which the Real Estate is located; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, or upon the beneficial interest in any trust holding title to the Premises, whether superior or junior to the lien of this Mortgage, except those of current taxes not delinquent and the Permitted Exceptions. Mortgagee may, in its sole and unreviewable discretion, grant consent to any of the foregoing upon such terms and conditions as Mortgagee may in its sole discretion prescribe, including, without limitation, an increase in the interest rate set forth in the Note and the payment of a service fee to Mortgagee. Mortgagor shall reimburse Mortgagee for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Mortgagee in connection with its review of Mortgagor's request for Mortgagee's consent to a sale or other transfer or further

encumbrance of all or part of the Collateral, or any interest therein, pursuant to this Section 1.4.

1.5. Access by Mortgagee. Mortgagor will at all times: permit access by the Mortgagee during normal business hours to its books and records, construction progress reports, tenant registers, sales records, offices, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Mortgagee may reasonably request; and permit the Mortgagee and its agents and designees, at all reasonable times, to enter on and inspect the Premises.

1.6. Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any of thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Note or any of the other Debt Papers, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to the Note, this Mortgage, or any of the other Debt Papers, Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then such event shall constitute a Default hereunder and all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.7. Insurance. Mortgagor will at all times maintain on the Goods, the Improvements and on all other Collateral, all insurance required at any time or from time to time by the Mortgagee and in any event (i) all-risk casualty insurance covering, without limitation, fire, extended coverage, vandalism and malicious mischief, in an amount which is not less than 100% of the replacement cost of the Improvements and Personal Property without consideration for depreciation, with an inflation guard endorsement, (ii) insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and (iii) comprehensive general public liability insurance, protecting against claims arising from any accident or occurrence in or upon the Premises with bodily injury and accidental death limits of not less than $300,000.00 for each person, $1,000,000.00 for any one occurrence and $100,000.00 for property damage. During construction, if any, Mortgagor shall maintain builder's completed value risk insurance against "all

encumbrance of all or part of the Collateral, or any interest therein, pursuant to this Section 1.4.

[illegible]

[illegible]

[illegible]

risks of physical loss" (including collapse and transit coverage). All insurance maintained by Mortgagor shall be in amounts satisfactory to the Mortgagee, and in such form and with companies rated "A" or better by Best's Key Rating Guide for property and liability companies. Mortgagor shall deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid. Such insurance shall have the standard non-contributory mortgagee and loss payable clauses satisfactory to the Mortgagee, and clauses providing for not less than thirty (30) days' prior written notice to the Mortgagee of cancellation or modification of such policies, attached thereto in favor of the Mortgagee, its successors and assigns. All renewal and replacement policies shall be delivered to Mortgagee at least (15) days before the expiration of the expiring policies. Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied, at the option of the Mortgagee, toward the payment of the Note or any of the Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee may elect (which election shall not relieve Mortgagor of the duty to rebuild or repair). Mortgagor hereby empowers the Mortgagee, in its sole discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

1.8. Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied by the Mortgagee, as it may elect, to the prepayment of the Note or any

other Liabilities, or to the repair and restoration of any property so taken or damaged. Mortgagor hereby empowers the Mortgagee, in the Mortgagee's absolute discretion to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

1.9. Governmental Requirements. Mortgagor will at all times fully comply with, and cause the Collateral and the use and condition thereof fully to comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof. Unless required by applicable law or unless Mortgagee has otherwise first agreed in writing, Mortgagor shall not make or allow any changes to be made in the nature of the occupancy or use of the Premises or any portion thereof for which the Premises or such portion was intended at the time this Mortgage was delivered.

1.10. No Mechanics' Liens. Mortgagor will not do or permit to be done any act or thing, and no person shall have any right or power to do any act or thing, whereby any mechanics' or other construction lien under the laws of the State where the Premises are located can arise against or attach to the Premises or any part thereof unless such lien shall first be wholly waived as against this Mortgage. In addition, it is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Premises, prior to any other lien thereon that may be claimed by any person, so that subsequently accruing claims for lien on the Premises shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the above provisions.

1.11. Continuing Priority. Mortgagor will: pay such fees, taxes and charges, execute and file (at Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected prior lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its office and principal place of business at all times at the address shown above; keep all of its books and records relating to the Collateral on the Premises or at such address; and keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing.

1.12. Utilities. Mortgagor will pay all utility charges incurred in connection with the Collateral promptly when due and maintain all utility services available for use at the Premises.

1.13. Contract Maintenance; Other Agreements. Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each obligation, condition, covenant, and restriction affecting the Premises or imposed on it under any agreement between Mortgagor or any affiliate of Mortgagor, and a third party relating to the Collateral or the Liabilities secured hereby so that there will be no default thereunder and so that the persons (other than Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee.

1.14. Notify Mortgagee of Default. Mortgagor shall notify Mortgagee in writing within five (5) days of the occurrence of any Default or other event which, upon the giving of notice or the passage of time or both, would constitute a Default.

1.15. No Assignments; Future Leases. Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned, to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any person, except pursuant to written leases approved in advance by the Mortgagee in its sole discretion.

1.16. Financial Reporting; Certificates.

1.16.1. Mortgagor shall keep accurate books and records, and allow Mortgagee, its representatives and agents, upon demand, at any time during normal business hours, access to such books and records, including any supporting or related vouchers or papers, shall allow Mortgagee to make extracts or copies of any thereof, and shall furnish to Mortgagee and its agents convenient facilities for the audit of any such statements, books and records.

1.16.2. Mortgagor, within three (3) days upon request in person or within five (5) days upon request by mail, shall furnish a written statement duly acknowledged stating whether any offsets or defenses exist against the indebtedness secured hereby and covering such other matters with respect to any such indebtedness as Mortgagee may reasonably require.

[illegible] Mortgagor will pay all utility charges incurred [illegible] and Mortgagee shall be entitled to use of the premises.

[illegible] Mortgagor [illegible] Mortgagee [illegible] and promptly keep [illegible] in good condition. [illegible] improved on a [illegible] of [illegible] or the [illegible] of a lien of [illegible] Mortgagee) [illegible] at all times obligation to perform the benefit of the mortgagee.

[illegible] Mortgagor shall notify Mortgagee [illegible] of the occurrence of any [illegible] or [illegible] of notice or the [illegible] substantial.

[illegible] Mortgagor will not [illegible] Sale, or other [illegible] to any party [illegible] the express [illegible] or permit any [illegible] in addition [illegible] any condition or [illegible] be looked upon [illegible] as it does in [illegible] indirectly to any [illegible] approved in advance by the [illegible].

[illegible] Mortgagee [illegible] and concede, and [illegible] upon demand, an [illegible] to such books and [illegible] of vouchers or papers, shall [illegible] to make or permit or copies of any thereof, and also [illegible] and to provide convenient facilities for the audit of any such statements, books and records.

[illegible] within [illegible] days upon request in person or within [illegible] days upon request by mail, email, fax and/or [illegible] stating whether any [illegible] or [illegible] exists and covering such other matters with respect to any such indebtedness as Mortgagee may reasonably require.

1.17. Assignment of Leases and Rents. Mortgagor hereby absolutely, presently and unconditionally assigns and conveys to Mortgagee all of Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, to be applied by Mortgagee in payment of all sums due under the Note, and of all of the Liabilities. Prior to the occurrence of any Default (hereinafter defined), Mortgagor shall have a license to collect and receive all Rents, which license shall be terminated at the sole option of Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon Mortgagor, upon the occurrence of any Default. Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. It is understood and agreed that neither the foregoing assignment of Leases and Rents to Mortgagee nor the exercise by Mortgagee of any of its rights or remedies under Article III hereof shall be deemed to make Mortgagee a "mortgagee-in- possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of Mortgagee or by agreement with Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Lease and each guarantor of any Lease to pay all Rents to Mortgagee without proof of the default relied upon. Mortgagor hereby irrevocably authorizes each lessee and guarantor to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any Rents due or to become due. Mortgagee shall have the right to assign Mortgagor's right, title and interest in any leases to any subsequent holder of this Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Collateral through foreclosure or otherwise.

1.18. Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate applicable after maturity as provided in the Note, shall be added

to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall (as long as it acts in good faith) be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default (as hereinafter defined).

1.19. Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

1.20. Representations and Warranties.

1.20.1. Representations and Warranties by Borrower. Borrower hereby represents and warrants to Mortgagee, to induce Mortgagee to make the loan to Borrower as follows:

(A) Fee Ownership. Mortgagor is the owner in fee simple of, and holds good and marketable title to the Premises subject only to the Permitted Exceptions. There are no options to purchase or lease all or any portion of the Premises.

(B) Power and Authority. Mortgagor, and if Mortgagor is more than one party, each party constituting Mortgagor is duly organized and validly existing and has full power and due authority to execute, deliver and perform this Mortgage, the Note and any of the other Debt Papers in accordance with their terms. Such execution, delivery and performance has been duly authorized by all necessary corporate, partnership or trust action and approved by each governmental authority or other party, and the obligations of Mortgagor and every other party thereto under each are the legal, valid by any obligations of each, and forcible by the Mortgagee in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws applicable to the enforcement of creditors' rights generally.

(C) No Default or Violations. No default or event which, with notice or passage of time or both, would constitute a Default, has occurred and is continuing under this Mortgage, the Note or any of the other Debt Papers. Neither Mortgagor, or any party constituting Mortgagor, nor any general partner in any such party, is in violation of any governmental requirement (including, without limitation, any applicable securities law) or in default under any agreement to which it is bound, or which affects it or any of its property. The execution, delivery and performance of this Mortgage, the Note or any of the other Debt Papers in accordance with their terms and the use and occupancy of the Premises will not violate any governmental requirement (including, without limitation, any applicable usury law), or conflict with, be inconsistent with or result in any default under, any of the representations or warranties, covenants, conditions or other provisions of and indenture, mortgage, deed of trust, easement, restriction of record, contract, document, agreement or instrument of any kind to which any of the foregoing is bound or which affects it or any of its property, except as identified in writing or approved by Mortgagee.

(D) Liens. Title to the Premises, or any part thereof, is not subject to any liens, encumbrances or defects of any nature whatsoever, whether or not of record, and whether or not customarily shown on title insurance policies, except the Permitted Exceptions.

1.20.2. Representations to be Continuing. Mortgagor further represent to the Mortgagee, with respect to the foregoing representations, warranties and covenants made by the Mortgagor, that all of the foregoing representations and warranties are true, correct and complete and not misleading as of the date of this Mortgage, and will continue to be true, correct and complete and not misleading at all times until all indebtedness hereunder and under the other Debt Papers has been paid in full.

1.20.3. Acknowledgment of Mortgagee's Reliance. All representations, warranties, covenants and agreements made herein or in any certificate or other document heretofore or hereafter delivered to the Mortgagee by or on behalf of Mortgagor pursuant to or with respect to this Mortgage or the loan made hereunder shall be deemed to have been relied upon by the Mortgagee notwithstanding any investigation heretofore or hereafter made by the Mortgagee or on its behalf, and shall survive the making of any or all of the advances contemplated hereby and shall continue in full force and effect until the Liabilities are repaid in full.

 03/03/92 - GMC\400260.\WPC06989.\V1.WPP

[illegible] Breach or Violation. No default or event [illegible] or other or both, would [illegible] constitute and is continuing under [illegible] Debt Papers, [illegible] Mortgagor, nor [illegible] is a violation of [illegible] without limitation, [illegible] or in default under any [illegible] or which affects it or any [illegible] performance of [illegible] Debt Papers in [illegible] and enforceability of the [illegible] agreement [illegible] applicable law, [illegible] any [illegible] or [illegible] or [illegible] of any kind to [illegible] or which affects it or any of its properties, whether or not disclosed in writing or approved by Mortgagee.

[illegible] Claim. There is no [illegible], or any part thereof [illegible] counterclaims or defenses, [illegible], whether or not of record, and [illegible] shown in title insurance policy [illegible] Exceptions.

[illegible] Mortgage Indebtedness. Mortgagor further represents [illegible] to the foregoing representations made by the Mortgagor, that [illegible] and warranties are true, [illegible] as of the date of this Mortgage [illegible] to be true, correct and complete and [illegible] all indebtedness hereunder and under the Debt Papers has been paid in full.

[illegible] Defaults. All [illegible] agreements made herein or in [illegible] or hereafter or hereafter [illegible] of Mortgagor pursuant to [illegible] the Loan and hereunder shall [illegible] upon by the Mortgagee notwithstanding [illegible] or hereafter made by the Mortgagor [illegible] and shall survive the making of any or all [illegible] and shall continue in full force and effect until the liabilities are repaid in full.

II. DEFAULT

Each of the following shall constitute a default ("Default") hereunder (including, if Mortgagor consists of more than one person or entity, the occurrence of any of such events with respect to any one or more of such persons or entities, and, if Mortgagor is a partnership, the occurrence of any of such events with respect to any partner in such partnership):

2.1. Payment; Performance. Failure to make any payment of principal or interest or any other amount on the Note or any of the other Liabilities, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise, or any other Event of Default under the Note, as defined therein; or default in the timely and proper performance of any of the covenants or agreements of Mortgagor contained in Sections 1.2, 1.4 and 1.7 of this Mortgage; or the failure of any of the representations, covenants and warranties of Mortgagor in Section 1.20 hereof to be true, correct and complete and not misleading; or default in the timely and proper performance of any of the other covenants or agreements of Mortgagor contained herein and not specifically described elsewhere in this Article II, and the continuation of such failure for thirty (30) days after notice thereof is given to Mortgagor by Mortgagee; or default in the performance of any of the covenants or agreements of Mortgagor contained in, the Note, or in any of the other Debt Papers, subject, however, in the case of the Note and any of the other Debt Papers, to the expiration of the period of time, if any, permitted for cure of such default thereunder.

2.2. Receiver, Suspension, Attachment. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Collateral or any part thereof, or of Mortgagor, or any termination or voluntary suspension of the transaction of business of Mortgagor, or any attachment execution or other judicial seizure of all or any substantial portion of Mortgagor's assets which attachment, execution or seizure is not discharged within thirty (30) days.

2.3. Bankruptcy Filing; Other Consents or Failures. The Mortgagor shall file a voluntary case under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Mortgagor or for any part of the Collateral or any substantial part of Mortgagor's property, or shall make any general assignment for the benefit of Mortgagor's creditors, or shall fail generally to pay Mortgagor's debts as they become due or shall take any action in furtherance of any of the foregoing.

2.4. Involuntary Bankruptcy Filing. A court having jurisdiction shall enter a decree or order for relief in respect of the Mortgagor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Mortgagor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Mortgagor or for any part of the Collateral or any substantial part of the Mortgagor's property, or ordering the winding up or liquidation of the affairs of the Mortgagor, and such decree or order shall not be dismissed within thirty (30) days after the entry thereof.

2.5. Exclusivity. Texor fails to be the exclusive supplier of petroleum products to the Premises.

2.6. Transfer. In the event (a) any of the constituent entities of Mortgagor is a corporation or trust or similar entity, the sale, conveyance, transfer, encumbrance, or disposition, whether voluntarily, involuntarily or otherwise, of more than ten percent (10%) of the issued and outstanding capital stock of Mortgagor without the prior written consent of Mortgagee, or in the event (b) any of the constituent entities of Mortgagor is a limited or general partnership, or a joint venture, a change of any constituent general partner or any joint venturer, whether voluntarily, involuntarily or otherwise, or the sale, conveyance, transfer, disposition, charging or encumbrance of any such general partner or joint venture interests, without the prior written consent of Mortgagee.

2.7. Miscellaneous. If Mortgagor is other than a natural person or persons, without the prior written consent of Mortgagee in each case, (a) the dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of Mortgagor or a general partner of Mortgagor or otherwise; or (b) the amendment or modification in any material respect of the trust agreement establishing the Trust.

2.8. Tax on Mortgagee. The imposition of a tax, other than a state or federal income tax, on or payable by Mortgagee by reason of its ownership of the Note, or this Mortgage, and Mortgagor not promptly paying said tax, or it being illegal for Mortgagor to pay said tax.

2.9. Representations and Warranties. Any representation, warranty, or disclosure made to Mortgagee by Mortgagor in connection with or as an inducement to the making of the loan evidenced by the Note or this Mortgage or any of the other Debt Papers, proving to be false or misleading in any material respect as of the time the same was made, whether or not any such representation or disclosure appears as part of this Mortgage.

[illegible] a court having [illegible] relief in respect of the [illegible] any [illegible] or [illegible] or shall fail to [illegible] shall enter a [illegible] officially of the [illegible] or any substantial part of the property, or enjoining the winding up or liquidation of the affairs of the mortgagor, and such decree or order shall not be dismissed within thirty (30) days after the entry thereof.

2.5. [illegible] Taxes fails to be the exclusive supplier of petroleum products to the premises.

2.6. [illegible] In the event [illegible] any of the conditions [illegible] in a corporation or trust or similar entity, the [illegible] transfer, encumbrance, or disposition of [illegible] or ownership, of more than [illegible] percent [illegible] or otherwise, of stock or [illegible] and outstanding capital [illegible] Mortgagor, [illegible] consent of Mortgagee, [illegible] conditions [illegible] Mortgagor [illegible] partnership, or a joint venture, [illegible] general partner or any joint venturer, [illegible] or otherwise, or the sale, [illegible] transfer, pledging or encumbrance of any such general partner, joint venturer interests, without the prior [illegible] consent of Mortgagee.

3.1. [illegible] is other than a natural person [illegible] the prior written consent of Mortgagee in each case, [illegible] or termination of existence of Mortgagor, [illegible] or involuntarily, whether by reason of death or [illegible] or a general assignment of Mortgagor or otherwise, [illegible] or modification in any material respect [illegible] affecting the Trust.

3.2. [illegible] The acceleration of a debt other than [illegible] or payable by Mortgagor by reason of the ownership of the Note, or this Mortgage, and Mortgagor not promptly having said debt, or it being illegal for Mortgagor to pay said debt.

3.3. [illegible] Any representation, warranty, [illegible] made by Mortgagor in connection with [illegible] in the making of the loan evidenced by the Note or this Mortgage or any of the other Debt Papers, [illegible] in any material respect [illegible] of the Note and this Mortgage, whether or not any such representation or disclosure appears as part of this Mortgage.

2.10. Material Change. There is any material adverse change at any time in the financial condition of Borrower from such entity's financial condition as of the date hereof.

2.11. Material Destruction of Premises. The Premises or any part thereof is damaged or destroyed by fire or other casualty and the loss is in excess of 50% of the fair market value of the Premises prior to such casualty, and the estimated cost of restoration, repair or rebuilding is not covered by insurance actually collected or in the process of collection, and Mortgagor fails to deposit or to cause to be deposited with the Mortgagee the full amount of the deficiency in cash within twenty (20) days of the Mortgagee's written request therefor.

2.12. Condemnation/Eminent Domain. Proceedings are formally commenced by any public or quasi-public body to acquire the Land, the Premises or any interest in or any part of any of them by condemnation, eminent domain or any similar power or authority, and such proceeding are not dismissed within sixty (60) days of their being instituted, unless in the Mortgagee's reasonable opinion such acquisition would not materially interfere with the intended uses of the Premises.

2.13. Mechanics Liens. Any default in the timely and proper performance of any of the covenants or agreements of Mortgagor contained in Section 1.10 of this Mortgage, or any lien or notice of lien of any kind whatsoever (whether for the performance of work or services or the supplying of materials or other things, or in the nature of a judgment lien or lien for taxes, or otherwise) is filed or served against the Premises or any part thereof or is received by the Mortgagee, and remains unsatisfied or unbonded to the Mortgagee's satisfaction for a period of thirty (30) days after the Mortgagor receives notice thereof.

2.14. Other Defaults. Any other event occurring which, under this Mortgage, or under the Note, or under any of the other Debt Papers constitutes a default by Mortgagor or any other party thereto hereunder or thereunder or gives Mortgagee the right to accelerate the maturity of the Liabilities, or any part thereof, secured hereby.

III. REMEDIES

3.1. Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note and all other Liabilities, together with interest thereon at the rate applicable after maturity as provided in the Note, shall, at the option of the Mortgagee, notwithstanding any provisions thereof and without demand or notice of any kind to the Mortgagor or to any other person, become and be immediately due and payable.

[illegible]

[illegible]

[illegible]

3.2. Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Note or any of the other Debt Papers or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or any Debt Papers or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3.3. Possession of Premises; Remedies under Note and Debt Papers. The Mortgagor hereby waives all right to the possession, income, and Rents of the Premises from and after the occurrence of any Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may elect. The Mortgagee, in addition to the rights provided under the Note and any of the Debt Papers is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Goods and Improvements from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities hereunder. Upon the occurrence of any Default, the Mortgagee may also exercise any or all rights or remedies under the Note and any of the Debt Papers.

3.4. Foreclosure; Receiver. Upon the occurrence of any Default, the Mortgagee shall also have the right immediately or at any time thereafter to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such

[illegible]

[illegible]

[illegible]

complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Liabilities, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regard to any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including without limitation the following, in such order of application as the Mortgagee may elect: (i) amounts due upon the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in the Note, or any of the other Debt Papers or this Mortgage or otherwise, to protect the security hereof provided herein, or in any of the other Debt Papers, with interest on such advances at the interest rate applicable after maturity under the Note. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, as the Mortgagee may elect, until all of the Premises have been foreclosed against and sold. As part of the foreclosure, Mortgagee in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably

appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including (without limitation) court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

3.5. Remedies for Leases and Rents. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and

management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by Mortgagee or a receiver, and the collection, receipt and application of the Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default. Any of the actions referred to in this Section 3.5 may be taken by Mortgagee irrespective of whether any notice of default has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

3.6. Personal Property. Whenever there exists a Default hereunder, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places, reasonably convenient for both the Mortgagee and the Mortgagor, as the Mortgagee shall designate. Any notification required by law of intended disposition by the Mortgagor of any of the Collateral shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Without limiting

the foregoing, whenever there exists a Default hereunder, the Mortgagee may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind: (i) notify any person obligated on the Collateral to perform directly for the Mortgagee its obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (vi) sell any or all of the Collateral, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase any or all of the Collateral at any such sale. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such order of application as the Mortgagee may from time to time elect. The Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

3.7. <u>No Liability on Mortgagee</u>. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which

the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the operation, control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers herein granted to it, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

IV. G E N E R A L

4.1. Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other person (except any person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any person release any person liable for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Note or any of the Liabilities; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Premises; consent to the making of any map or plat of the Premises; consent to the creation of a condominium regime on all or any part of the Premises or the submission of all or any part of the Premises to the provisions of any condominium act or any similar provisions of law of the state where the Premises are located, or to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2. Legal Expenses. Borrower agrees to indemnify the Mortgagee, and hold the Mortgagee harmless from and against all

loss, damage and expense, including (without limitation) attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may pay or incur in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party, which suit or proceeding does or may affect all or any portion of the Collateral or the value, use or operation thereof or this Mortgage or the validity, enforceability, lien or priority hereof or of any of the Liabilities or indebtedness secured hereby.

4.3. Debt Papers. Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of any and all Debt Papers under which it is obligated.

4.4. Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any Goods or other personal property that may now be or hereafter become such fixtures.

4.5. Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Note or any of the other Debt Papers, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall in due course be made by the Mortgagee to the Mortgagor upon payment by Mortgagor to Mortgagee of a reasonable release fee.

4.6. Notices. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be deemed to be given to and served upon the addressee thereof: (i) upon actual delivery or refusal of delivery to such addressee at its address set out above, if sent by personal messenger; or (ii) one (1) day after deposit with a nationally recognized overnight courier; or (iii) on the third day after the deposit thereof in the United States mail by registered or certified mail, first-class postage prepaid, addressed to such addressee at its address set out above, with copies thereof served on the following:

Attorney for Mortgagor:	Pitler & Mandell 230 West Monroe Street Suite 2026 Chicago, Illinois 60606 Attn: Philip L. Mandell, Esq.
Attorney for Mortgagee:	Sachnoff & Weaver, Ltd. 30 S. Wacker Drive Suite 2900 Chicago, Illinois 60606 Attn: Glen R. Cornblath, Esq.

By notice complying with this section, any party may from time to time designate a different address as its address for the purpose of the receipt of notices hereunder.

4.7. Successors; The Mortgagor; Gender. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns. The word "Mortgagor" shall include all persons claiming under or through the Mortgagor and all persons liable for the payment or performance of any of the Liabilities whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.8. Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.9. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding: (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof; (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason of or arising out of this Mortgage; and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

Attorney for
Mortgagee:

Miller & Kendall
120 West Monroe Street
Suite 2000
Chicago, Illinois 60606
Attn: Philip E. Kendall, Esq.

Attorney for
Mortgagor:

Greenfield & Weaver, Ltd.
[illegible] E. Windsor Drive
Suite 1600
Chicago, Illinois 60606
Attn: Glen H. Corbiglia, Esq.

By notice complying with the foregoing section, any party may from time to time designate a different address as its address for the purpose of the receipt of notices hereunder.

[illegible]. All provisions herein [illegible] the parties respective [illegible] "Mortgagor" shall [illegible] the Mortgagor and all persons [illegible] any of the [illegible] from exercising the [illegible] the singular number shall [illegible] the plural, and the use of any gender shall be applicable to all genders.

[illegible] The mortgagee shall [illegible] to be entirely [illegible] the possession of it [illegible] Mortgagor requests in [illegible] comply with any such [illegible] of a [illegible] of the [illegible] with respect to such [illegible] not with respect [illegible] to be requested by the [illegible] reasonable care in the [illegible].

[illegible] Time is of the essence in [illegible]. Anything herein to the [illegible] the Mortgagor shall be and [illegible] obligated to perform all of [illegible] or with respect to [illegible] shall have no obligation or [illegible] the obligation by reason of or [illegible] the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

4.10. No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.11. Governing Law. This Mortgage shall be construed in accordance with and governed by the internal laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

4.12. Waiver. The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Liabilities secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.13. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby

[illegible]

[illegible]

[illegible]

understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.14. Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

4.15. Time of Essence. Time is declared to be of the essence in this Mortgage, the Note and any other Debt Papers and of every part hereof and thereof.

4.16. No Third Party Benefits. This Mortgage, the Note and the other Debt Papers are made for sole benefit of Mortgagor and Mortgagee and their successors and assigns, and no other party shall have any legal interest of any kind under or by reason of any of the foregoing. Whether or not Mortgagee elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, Mortgagee shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of Mortgagee's actions or omissions pursuant thereto or otherwise in connection with this transaction.

4.17. Land Trustee; Exculpation and Authority.

(a) This Mortgage is executed by the Land Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Land Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note,* all such personal liability of the Land Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of the Borrower or

* INCLUDING BUT LIMITED TO ALL ENVIRONMENTAL REPRESENTATIONS

of any guarantor or other obligor (not including the Land Trustee) hereunder or under the Note or the other Debt Papers.

(b) The Land Trustee hereby represents and warrants that it possesses full power and authority to execute and deliver this instrument.

4.18. Additional Covenants; Right to Accelerate Loan.

(a) Mortgagee is the exclusive supplier of petroleum products to the Premises and is, as of the date hereof, the exclusive supplier of petroleum products to the facility located at 2252 N. Cicero Avenue, Chicago, Illinois, the beneficial interest in which is owned by Borrower (the "In-Mart Property"). As a material inducement to Mortgagee to extend the revolving credit evidenced by the Note, Mortgagor covenants that Mortgagee shall be the exclusive supplier of petroleum products to the Premises during the term of the Note, and that Mortgagor shall recommend to the operators of the In-Mart Property that Mortgagee remain the exclusive supplier of petroleum products thereto.

(b) As set forth in the Note, and notwithstanding anything to the contrary contained therein or herein, Mortgagee may, at its sole option, declare the entire Liabilities, including, without limitation, the outstanding principal amount under the Note and all accrued but unpaid interest and other charges thereunder, due and payable within three (3) days after notice to Mortgagor in the event ten (10) days elapse without a delivery of petroleum products from Mortgagee to either one or both of the Borrower's Properties. As set forth in the Note, and notwithstanding anything to the contrary contained therein or herein, at any time after January 31, 1997, Mortgagee may, at its sole option, declare the entire Liabilities, including, without limitation, the outstanding principal amount under the Note and all accrued but unpaid interest and other charges thereunder, due and payable within fifteen (15) days after notice to Mortgagor.

4.19. Subordination.

(a) Notwithstanding anything herein contained to the contrary, this Mortgage is a subordinate lien on the Collateral subject to (i) that certain Trust Deed dated June 12, 1986 from the Land Trustee to Chicago Title and Trust Company, as Trustee, recorded on July 8, 1986 with the Cook County Recorder's Office as Document No. 86282443, to secure a note in the amount of $355,000.00, with an outstanding balance, after application to such balance of certain certificates of deposit issued by Albany Bank and Trust Company, N.A. equal to approximately $150,000.00 (the "Superior Mortgage"). Mortgagor covenants that it shall faithfully and fully observe and perform each and every term, covenant and condition of the Superior Mortgage and of any and all loan agreements, notes, security agreements and other loan

of any [illegible] or other equipment now [illegible] the land.
Trustee [illegible] under or under the Note or the other Debt Papers.

(b) The said Trustee hereby covenants and warrants that it possesses full power and authority to execute and deliver this Instrument.

4.11 [illegible] Mortgagee's Right to Accelerate Loan.

[illegible] in the [illegible] or supplier of performance [illegible] the date hereof, the [illegible] to the facility located [illegible] Mortgagee [illegible] Mortgagee shall [illegible] to the [illegible] Mortgagee shall [illegible] Mortgagee [illegible] above therein.

(b) [illegible] Mortgagee [illegible] Mortgagee may, at its [illegible] including, without [illegible] principal amount under the Note and all accrued [illegible] interest and other charges thereunder, due and payable [illegible] thirty (30) days after notice to Mortgagor.

4.12 [illegible]

[illegible] contained in the [illegible] Mortgagee [illegible] the Collateral [illegible] Trust Deed [illegible] June 12, 1986 from [illegible] Trust Company, as Trustee, [illegible] the Cook County Recorder's Office [illegible] the amount of [illegible] registration [illegible] deposit issued by Albany Bank [illegible] approximately $100,000.00 [illegible] Mortgagor [illegible] that it shall [illegible] each and every term, [illegible] and of any and all loan [illegible] notes, security agreements and other loan

documents related to the Superior Mortgage (collectively, including the Superior Mortgage, the "Superior Financing Documents"), and shall not permit any of such Superior Financing Documents to go into default. Mortgagor shall immediately notify Mortgagee of any default or delinquency under any of the Superior Financing Documents, and shall provide Mortgagee with a copy of any notice of default or delinquency received by Mortgagor pursuant to any of the Superior Financing Documents. A default or delinquency under any one of the Superior Financing Documents shall automatically and immediately constitute a Default under this Mortgage, and in consequence thereof, Mortgagee may avail itself of any remedies it may have for Default hereunder, including, without limitation, acceleration of the Note.

(b) Mortgagee is hereby expressly authorized to advance at its option all sums necessary to keep any Superior Financing Documents in good standing, and all sums so advanced, together with interest thereon at the rate applicable after maturity as set forth in the Note, shall be repayable on demand to Mortgagee and shall be secured by the lien of this Mortgage, as in the case of other advances made by Mortgagee hereunder.

(c) Mortgagor agrees that Mortgagor shall not make any agreement with the holder of any Superior Financing Documents which shall in any way modify, change, alter or extend any of the terms or conditions of any such Superior Financing Documents, nor shall Mortgagor request or accept any future advances under such Superior Financing Documents, without the express written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole and unreviewable discretion.

4.20. Consent. Except with respect to Sections 1.4 and 4.19 (c) above, whenever Mortgagee's consent is required or permitted hereunder, such consent shall not be unreasonably withheld or delayed.

4.21. Environmental Representation and Indemnity.

(a) Except as disclosed to Mortgagee in writing: (i) the Premises are, and to the best of Mortgagor's knowledge at all times has been, in compliance with all Environmental Laws (hereinafter defined); (ii) no notice, demand, claim or other communication has been given to or served on Mortgagor, and Mortgagor has no knowledge of any such notice given to previous owners or tenants of the Premises, from any entity, governmental body or individual claiming any violation of any Environmental Law or demanding payment, contribution, indemnification, remedial action, removal action or any other action or inaction with respect to any actual or alleged environmental damage or injury to persons, property or natural resources (any of the foregoing, whether now existing or hereafter brought, is herein called a "Claim"), and no basis for any Claim exists; (iii) no unused

 03/03/92 - GRC\400260.\WPC06989.\V1.WPP

[illegible]

[illegible]

[illegible]

underground storage tanks are located on the Premises; (iv) the soil, surface water and ground water of, under or on the Premises are free from any Hazardous Material (hereinafter defined); (v) the Premises has never been used for or in connection with, and Mortgagor shall not permit or acquiesce in the use for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Material in excess of levels permitted by applicable Environmental Laws or the disposal of any such material; (vi) no Hazardous Material has been discharged, dispersed, released, disposed of, or allowed to escape on, under or in the Premises; (vii) no asbestos or asbestos-containing materials have been installed, used, incorporated into or disposed of on the Premises; (viii) no polychlorinated biphenyls ("PCBs") are or ever have been located on, in, or used in connection with the Premises; and (ix) no investigation, administrative order, administrative order by consent, consent order, agreement, litigation or settlement is proposed or in existence or, to the best knowledge of Mortgagor, threatened or anticipated, with respect to or arising from the presence of any Hazardous Material or the transport of Hazardous Material with respect to the Premises.

(b) For purposes hereof, "Hazardous Material" means asbestos, asbestos-containing materials, PCBs, petroleum products, urea formaldehyde foam insulation and any other hazardous, toxic or special substance, material or waste that is defined, determined or identified as such in any federal, state or local statute, law, regulation, ordinance, order or code, in each case as amended and whether now existing or hereafter enacted or promulgated (collectively, the "Environmental Laws"), including, without limitation, the Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq.; the Safe Drinking Water Act, 42 U.S.C. § 3000 (f) et. seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et. seq.; and the Clean Air Act, 42 U.S.C. § 7401 et. seq.

(c) Mortgagor hereby agrees to indemnify, defend (with counsel reasonably satisfactory to Mortgagee), and hold harmless Mortgagee, and its officers, directors, employees and agents (collectively, the "Indemnitees") against any liability, loss, claim, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements, court costs, and experts' fees and disbursements) to which any of the Indemnitees may become subject insofar as they may arise out of or are based upon (a) any breach of the representations or warranties contained in this Section 4.21; or (b) with respect to any of the following, whether now existing or hereafter occurring: (i) any violation by the Premises of any law, ordinance, rule or regulation applicable thereto, including, without limitation, the Environmental Laws; (ii) the existence of any Hazardous Material

on the Property or any surrounding areas; (iii) the discharge, disbursement, release, storage, treatment, generation, disposal, or escape of any Hazardous Material under, in or on the Premises or any surrounding areas; (iv) the installation, use, incorporation into or disposal on the Premises of any asbestos or asbestos-containing materials; (v) the location on, in or use in connection with the Premises of any PCBs; (vi) the existence of any underground storage tanks located on the Premises; (vii) any proceeding, investigation, administrative order, administrative order by consent, consent order and agreement, litigation or settlement, whether or not under the provisions of the Environmental Laws, with respect to Hazardous Material on, under or in, or transported from, the Premises or any surrounding areas; (viii) the enforcement of this Section 4.21, the assertion by Mortgagor of any defense to its obligations hereunder, whether any of such matters arise before or after foreclosure of the Mortgage or other taking of title to all or any portion of the Premises by Mortgagee; (ix) the costs of removal or remediation of any and all Hazardous Material from all or any portion of the Premises or any surrounding areas or any property to which Hazardous Material was transported from the Premises, including, without limitation, all post-foreclosure clean up and removal costs and expenses; (x) additional costs required to take necessary precautions to protect against the release of Hazardous Material on, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas; (xi) costs incurred to comply, in connection with all or any portion of the Premises or any surrounding areas, with the Environmental Laws; (xii) the transportation at any time and from time to time of any Hazardous Material from the Premises; or (xiii) costs arising from or out of any claim, action, suit or proceeding for personal injury (including, without limitation, sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, escape, seepage, discharge, emission or other adverse effect on the environment. Mortgagee's rights under this Mortgage shall be in addition to all rights of indemnity under the laws and regulations referenced above and any other similar applicable law and payments by Mortgagor under this Section 4.21 shall not

reduce the obligations and liabilities of Mortgagor or any guarantor of the Note. Notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary, the performance of Mortgagor's obligations under this Section 4.21 and under the Environmental Laws shall not be secured by the Mortgage or any other Security Documents, or be subject to any laws requiring a secured lender to exhaust remedies against security prior to recovering a deficiency. The terms and conditions of this Section 4.21 shall survive the payment and satisfaction of the Note and the release of the Mortgage and other Security Documents and shall continue to be the personal obligation, liability and indemnification of Mortgagor binding upon Mortgagor forever.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Chicago, Illinois on the day and year first above written.

ALBANY BANK AND TRUST COMPANY, N.A, not personally but as Trustee under a Trust Agreement dated June 1, 1986 and known as Trust No. 11-4355

ATTEST:

By: _____
Name: MICHAEL BENTCOVER
Title: VICE-PRESIDENT

By _____
Name: ARNOLD J. KARZEN
Title: TRUST OFFICER

_____
SAM LONG

Permanent Index Numbers:

17-07-312-001
17-07-312-002
17-07-312-038

Common Address:

225 N. Western Avenue
Chicago, Illinois

[illegible] and validity of Mortgagor or any
[illegible] any [illegible] or be construed to
[illegible] obligations under
[illegible] shall not be
[illegible] or be
[illegible] to subject
[illegible] obligatory. The
[illegible] shall survive the
[illegible] and the release of the
[illegible] and shall continue to be
[illegible] validity and enforceability of
Mortgagor actually sign mortgage herein.

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument in duplicate in duplicate, Illinois on the day and year first above written.

ATTEST:

BANK LAND TRUST AND TRUST COMPANY, N.A.
not personally but as Trustee
under a Trust Agreement dated
June 1, 1988 and known as
Trust No. 11-4333

By: _____
Name: [illegible]
Title: [illegible]

By: _____
Name: [illegible]
Title: [illegible]

SAN LAND

Permanent Index Numbers:

17-07-312-001
17-07-312-002
17-07-312-039

Common Address:

[illegible] W. Western Avenue
Chicago, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, The Undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ARNOLD J. KARZOV, personally known to me to be the TRUST OFFICER ~~President~~ of ALBANY BANK AND TRUST COMPANY, N.A., a national banking association, as trustee as aforesaid and MICHAEL BENTCOVER, personally known to me to be the VICE-PRESIDENT ~~Secretary~~ of said national banking association, and 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 severally acknowledged that as such TRUST OFFICER ~~President~~ and VICE-PRESIDENT ~~Secretary~~ of said association, they signed and delivered the said instrument and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of ~~April~~ May, 1992.

Grace E. Stanton
Notary Public

My Commission expires:

[SEAL]

"OFFICIAL SEAL"
GRACE E. STANTON
Notary Public Cook County, Illinois
My Commission Expires Feb. 17, 1996

03/03/92 - GRC\400260.\WPC04989.\V1.WPP

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, [illegible], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT [illegible] personally known to me to be the [illegible] of [illegible] BANK, and THERE CONSTANCE, N.A., a [illegible] corporation, and [illegible] personally known to me to be the [illegible] of said corporation, and [illegible] to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such [illegible] they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this [illegible] day of [illegible] 1992.

Notary Public

My Commission expires:

[SEAL]

"OFFICIAL SEAL"
[illegible]
Notary Public, State of Illinois
My Commission Expires [illegible]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Janet Powroznik, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SAM LONG, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of April, 1992.

Janet Powroznik
Notary Public

My Commission expires:

[SEAL]

"OFFICIAL SEAL"
Janet Powroznik
Notary Public, State of Illinois
My Commission Expires Feb. 19, 1995

03/03/92 - GRC\400260.\WPC06989.\V1.WPP

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SAM LORD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of April, 1994.

_____
Notary Public

My Commission expires: _____ (SEAL)

"OFFICIAL SEAL"
Janet Powrozuik
Notary Public, State of Illinois
My Commission Expires Feb. 16, 1995

EXHIBIT A

Description of the Land

PARCEL 1: THE WEST 21.32 FEET (MEASURED ON THE NORTH LINE) OF THAT PART SUB-LOT 6 LYING NORTH OF THE NORTH LINE OF THE FIRST ALLEY SOUTH OF WEST WALNUT STREET AS OPENED BY THE CITY OF CHICAGO IN THE SUBDIVISION OF LOT 8 IN BLOCK 41; ALSO, SUB-LOTS 5 AND 6 IN THE SUBDIVISION OF LOT 9 IN BLOCK 41; ALSO, THAT PART OF THE SOUTH 1/2 OF LOT 10 IN BLOCK 41, AFORESAID LYING BETWEEN THE SOUTH LINE OF WEST WALNUT STREET AND THE NORTH LINE OF THE FIRST ALLEY SOUTH OF SAID WALNUT STREET AS OPENED BY THE CITY OF CHICAGO THROUGH THE SOUTH 1/2 OF LOT 10 FROM EAST TO WEST (EXCEPT THE WEST 17 FEET OF SAID LOT 10 IN BLOCK 41, AFORESAID, TAKEN FOR WIDENING OF NORTH WESTERN AVENUE) ALL IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 2: THE NORTH 1/2 OF VACATED ALLEY LYING SOUTH OF AND ADJOINING PARCEL 1, AFORESAID, ALL IN COOK COUNTY, ILLINOIS

Permanent Index Numbers:

17-07-312-001
17-07-312-002
17-07-312-038

Common Address:

225 N. Western Avenue
Chicago, Illinois