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JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY INTEREST

THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY INTEREST (hereinafter referred to as "Mortgage"), made this 1st day of February, 1992, by and between THE SAMUEL RUBINSTEIN PARTNERSHIP, an Illinois general partnership (referred to herein as "Mortgagor") and NORMAN A. RUBIN, whose principal office is located at 2525 Sawtelle Boulevard, Los Angeles, California (referred to herein as "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to Mortgagee in the principal sum of up to ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) lawful money of the United States of America, payable with interest thereon in accordance with the terms of a certain note bearing even date herewith, (hereinafter referred to as the "Note") executed by Mortgagor, payable to the order of Mortgagee at his office aforesaid or at such other place as Mortgagee may designate in writing, the balance of said principal sum with interest thereon maturing and being due and payable on the sale of the Property (as defined in the Note), with payments of said principal and interest to be paid pursuant to the Note.

WHEREAS, this Mortgage is executed for the purpose of securing (1) payment of said indebtedness as provided in the Note and any extensions or modifications thereof, (2) payment of all other monies secured hereby, and (3) the performance of all of the covenants, conditions, stipulations and agreements herein contained and contained in the Note, and any other instrument now or hereafter executed evidencing or securing the loan evidenced by the Note (collectively hereinafter referred to as the "Security Documents").

This Instrument Prepared by, and After Recording Return to:

Theodore T. Lemberis
Keck Mahin & Cate
Suite 1000
One Mid America Plaza
Oakbrook Terrace, IL 60181

DEPT-91 RECORDING \$53.50
T#8888 TRAN 5803 06/02/92 13:02:00
#7050 # -92-384342
COOK COUNTY RECORDER

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NOW, THEREFORE, Mortgagor does hereby MORTGAGE, CONVEY, DEED AND GRANT to Mortgagee, that certain real property located in the City of Chicago, County of Cook, State of Illinois, described in Exhibit A attached hereto and hereby made a part hereof (hereinafter the "Property"), together with all buildings and improvements thereon, together with all of the right, title and interest of Mortgagor in and to all and singular the tenements, hereditaments, rights-of-way, easements, privileges and appurtenances now or hereafter thereto belonging or in anywise appertaining, all buildings, structures or improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly and absolutely assigned to the Mortgagee), all right, title and interest of Mortgagor in and to all chattels, furniture, equipment, machinery, apparatus, fixtures and articles of personal property of every kind and nature whatsoever owned by Mortgagor now or hereafter located in or upon the Property, or any building or structure located or to be located thereon, and used or usable in connection with the operation of the Property including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cabinets, partitions, ducts, compressors, canopies, furnishings, garbage and rubbish, disposals, counters, bathtubs, sinks, basins, carpets, floor and wall coverings, drapes, inventory (expressly excluding, without limitation, any and all chattels, furniture and other personalty owned and leased by Mortgagor's lessees); and proceeds therefrom and all substitutions and replacements therefore; it being understood and agreed that all such property is part and parcel of the Property and appropriated to the use thereof, and whether affixed or annexed to the Property or not, shall for the purpose of this Mortgage be deemed conclusively to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage.

TOGETHER WITH all right, title and interest of Mortgagor in and to all rights, rights-of-way, easements, privileges, title and interest of Mortgagor, if any, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Property to the center line thereof (the Property and all other real estate, buildings, improvements, rights, title and interests hereby granted, conveyed, bargained, sold, assigned, confirmed, mortgaged to Mortgagee being hereinafter collectively called the "Premises").

TO HAVE AND TO HOLD the Premises, with all the privileges and appurtenances to the same belonging to Mortgagee, and its successors and assigns, forever for the uses and purposes set forth

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herein and in the other Security Documents, free from all rights and benefits under any homestead exemption, rights of redemption from sale, rights to retain possession and appraisal, valuation, stay, extension or moratorium laws of any state, all of said rights and benefits Mortgagor does hereby expressly release and waive; and Mortgagor hereby binds itself, its successors and assigns to forever warrant and defend the Premises and every part thereof unto the Mortgagee, its successors and assigns, against the claims and demands of every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Mortgagor, and any and all claims and demands or such liens, restrictions or encumbrances as are listed as exceptions on the title policy insuring the lien of this Mortgage.

MORTGAGOR HEREBY REPRESENTS TO AND COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. Mortgagor will cause to be paid all sums secured hereby when due.
2. Mortgagor will keep the Premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Mortgagee, in form and amounts satisfactory to (but not less than full insurable value in amounts sufficient to avoid coinsurance liability) and in insurance companies approved by Mortgagee, the proceeds of which insurance shall be payable to Mortgagee. Further, Mortgagor shall provide rental or use and occupancy insurance. Mortgagor shall also at its expense provide public liability insurance in amount and with companies satisfactory to Mortgagee. All policies shall be endorsed with a noncontributory Standard Mortgagee Clause in favor of the first lienholder, as defined in paragraph seventeen (17) of this Mortgage, and Mortgagee. One original or a certified duplicate copy of each policy shall be delivered to Mortgagee, together with receipts showing payment for the premiums therefor. Upon foreclosure of this Mortgage or other acquisition of the Premises or any part thereof by Mortgagee, said policies shall become the absolute property of Mortgagee, limited to and to the extent of all monies owed pursuant to the Security Documents. In the event any policy required by Mortgagee is not renewed on or before thirty (30) days of its expiration and evidence thereof provided to Mortgagee, Mortgagee may procure said insurance, pay the premium therefor, and such sum shall become immediately due and payable with interest at the Default Rate until paid and shall be secured hereby. In accordance with Paragraph 10 herein and the applicable cure periods therein, failure on the part of Mortgagor to furnish such renewal copies as are herein required or failure to pay any sums advanced hereunder shall, at the option of Mortgagee, constitute an Event of Default under the terms hereof. The proceeds of all insurance shall, if Event of Default has occurred, at the option of the Mortgagee be applied by Mortgagee in reduction

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of the indebtedness secured hereby, whether the same be then mature or unmatured (no such application shall be deemed to be an advance payment of any subsequently accruing fixed sum and shall not be subject to a prepayment penalty) or paid over wholly or in part to Mortgagor by Mortgagee for the repair of the Premises or for any other purpose or object satisfactory to Mortgagee. Mortgagor hereby assigns to the Mortgagee, for the use and purposes aforesaid, all insurance required by this Mortgage and the proceeds thereof and, after an Event of Default hereby irrevocably appoints Mortgagee as Attorney-in-Fact of Mortgagor to assign each policy in the event of foreclosure of this Mortgage. If no Event of Default has occurred, the Mortgagor shall be allowed to apply the proceeds of insurance in whole or part for the repair of the Premises. Notwithstanding anything stated to the contrary herein, the provisions of this paragraph shall be subject to and subordinate to the first lienholder's mortgage, as defined in paragraph thirty one (31) of this Mortgage.

3. Mortgagor (i) will not remove, demolish or materially alter the design or structural character of any building now or hereafter erected upon the Property, nor remove or permit the removal of any fixtures (other than tenant trade fixtures), equipment or appliances therefrom unless Mortgagee shall first consent thereto in writing (except that Mortgagor may remove or demolish any fixtures, equipment or appliances in the ordinary course of business or that are no longer useful or used in the conduct of its business); (ii) will maintain the Premises in good condition and repair; (iii) will not commit or suffer waste thereon; and, (iv) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises, and will not suffer or permit any violation thereof.

4. Mortgagor will comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises or its operation, and will pay all fees or charges of any kind in connection therewith. Mortgagor shall, within thirty (30) days following notice from the proper authorities, comply with any legal requirements of the state, county or municipality in which the Premises are located and respecting the Premises. Notwithstanding the foregoing, Mortgagor may, in good faith, contest any such requirement.

5. The occurrence of any of following events continuing after any applicable cure period pursuant to Security Documents, shall constitute an Event of Default under this Mortgage:

(a) The failure of the Mortgagor to make any payment required to be made under the Note secured hereby, within fifteen (15) days upon written notice by the Mortgagee of said failure to make payment, this Mortgage, or any other Security Document in

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accordance with the terms of the Note, this Mortgage or such other Security Document when due;

(b) The failure of Mortgagor to observe or to perform any other obligation of Mortgagor contained in this Mortgage, the Note secured hereby, or the failure of the Mortgagor to observe or perform any obligation under any other Security Document, or the occurrence of any other default under any of the foregoing instruments, or failure of Mortgagor to observe the terms and obligations of any local, state or federal permit, franchise or certificate issued in connection with the Premises and the continuation of such failure for 30 days after receipt of notice of same from Mortgagee to Mortgagor or such longer period of time (as may reasonably be required, for so long as Mortgagor is diligently attempting to cure such failure), except as provided in 10(a).

(c) If by the order of a court of competent jurisdiction, (i) a receiver or liquidator or trustee of Mortgagor shall be appointed and shall have not been discharged within a period of sixty (60) days, or (ii) if, by decree of such a court, the Mortgagor shall be adjudicated a bankrupt or any substantial part of its or their property shall be sequestered and such decree shall continue undischarged and unstayed for a period of sixty (60) days after the entry thereof; or (iii) a petition to reorganize the Mortgagor pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended, or pursuant to any other analogous statute applicable to Mortgagor as now or hereinafter in effect, shall be filed against the Mortgagor and shall not be dismissed within sixty (60) days;

(d) If Mortgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or petition to take advantage of any insolvency act, or shall make an assignment for the benefit of its or their creditors, or shall admit in writing its or their inability to pay its or their debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the Premises or shall consent to the filing of any bankruptcy, arrangement, or reorganization petition by or against it or them under any provision of the bankruptcy law, or (without limitation of the

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generality of the foregoing) Mortgagor shall file a petition or answer seeking an arrangement or reorganization pursuant to the Federal Bankruptcy Code, as it now exists or as it may hereafter be amended, or pursuant to any other analogous statute applicable to the Mortgagor as now or hereafter in effect;

(e) The Premises are transferred or further encumbered by operation of law or otherwise, without the prior written consent of Mortgagee.

6. Upon and after the happening of an Event of Default:

(a) Mortgagee shall have the right, at its option to declare the amount of principal of the Note then unpaid, with interest thereon as provided in the Note, to be due and payable immediately, without notice, and upon such declaration the principal of, and the interest on the Note then outstanding shall forthwith become and be due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the Note;

(b) The election by Mortgagee to accelerate the maturity of said principal sum pursuant to Subparagraph 6(a) above shall be evidenced by delivery to Mortgagor of written declaration by Mortgagee of default and demand for sale, and Mortgagee shall, to the extent required by law, thereafter file or cause to be filed for record a notice of such default and of election to cause the Premises to be sold;

(c) After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default, intent to accelerate, intent to sell, and of sale having been given as required by law, Mortgagee shall sell the Premises at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale; and Mortgagee shall deliver to such purchaser a deed conveying the property so sold, but without any covenant or warranty, express or implied from Mortgagee and the

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recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof;

(d) Mortgagee may postpone the sale authorized under Subparagraph 6(c) of all or any portion of the Premises by public announcement at such time and place of sale, and from time to time thereafter may postpone such public sale by public announcement at the time fixed by the preceding postponement;

(e) After deducting all costs, fees and expenses of Mortgagee, including cost of evidence of title in connection with sale, Mortgagee shall apply the proceeds of sale to payment of (i) all sums expended under the terms hereof, not then repaid; (ii) all other sums then secured hereby, and (iii) the remainder, if any, to Mortgagor and to any other person or persons legally entitled thereto;

(f) The provisions contained in the foregoing Subparagraphs shall not be construed to preclude Mortgagee from enforcing any appropriate remedy against Mortgagor or from proceeding by suit to foreclose or by suits at law or in equity, as Mortgagee may elect, to enforce payment of all sums secured hereby;

(g) Mortgagee is hereby to the extent permitted by applicable law, irrevocably appointed the true and lawful attorney of the Mortgagor, in its name and stead, after the occurrence of an Event of Default, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold and for that purpose, Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such other purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Paragraph 11 in strict accordance with all applicable laws, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of

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a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

(h) Upon any sale made under or by virtue of this Paragraph 6, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, any person, including Mortgagor and Mortgagee, may bid for and acquire the Premises or any part thereof; and in lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the indebtedness of Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage;

(i) Mortgagee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage; and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder or the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage; or the foreclosure of the lien hereof; and in the event of a sale of the Premises and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the debt hereby secured, Mortgagee shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Note, and to enforce payment of all other charges, payments and costs due under this Mortgage. In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its arrangement or reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Mortgage without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Premises;

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provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Premises and the distribution from the estate of Mortgagor;

(j) Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver of the Premises, and the court may appoint a receiver, either before or after judgment, upon notice as required by law, without regard to the solvency or insolvency of Mortgagor at the time of the application for such receiver and without regard to the then value of the Premises. Such receiver shall have full power to collect the rents, revenues, issues, income and profits from the Premises and all other powers necessary or incidental for the protection, possession, control, management and operation of the Premises. Said receiver shall also have full power and authority, at the expense of the Premises and of Mortgagor, to maintain, restore and keep insured the Premises and to pay all taxes, assessments and other charges arising in connection therewith. Mortgagor hereby consents to the appointment of a receiver and will upon Mortgagee's request formally evidence such consent in writing or in any proceeding for the appointment of such receiver.

7. Mortgagor further covenants and agrees as follows:

(a) As further security for the indebtedness herein described, Mortgagor (in this Subparagraph hereinafter referred to as Debtor) hereby grants to Mortgagee a security interest in, and this Mortgage will constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (the "Code") with respect to, all present and future furnishings, inventory, furniture, appliances, equipment, fixtures, machinery, trade fixtures, business equipment, apparatus, tools, leases of chattels whether the Debtor is the lessor or lessee thereof and options in favor of the Debtor thereunder, service, management and other contracts or agreements, tax refunds, insurance policies up to all monies owed pursuant to the Security Documents and proceeds to be received thereunder or therefrom whether by reason of loss or cancellation, all rents, issues and profits, located at the Premises, including all proceeds thereof and all other

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personal property of every kind owned by the Debtor and used in the operation of the Premises (hereinafter referred to as the "chattels") and the proceeds thereof which security interest shall have priority over all other security interests. Except as permitted herein, Debtor further agrees that it shall not sell, assign, lease, transfer or otherwise dispose of said chattels without Mortgagee's prior written consent, to remove and dispose of, free from the lien of this Mortgage, such chattels as from time to time may become worn out or obsolete, provided that either:

(i) Simultaneously, with or prior to such removal, any such chattels shall be replaced with other chattels of a value at least equal to that of the replaced chattels and free from security agreement or other encumbrances other than permitted encumbrances, and from any reservation of title, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage; or

(ii) Any net cash proceeds received from disposition of any of said chattels shall be used to replace said chattels or shall be paid over promptly to Mortgagee to be applied to the last installment due on the indebtedness secured, without any charge for prepayment.

In the event of an Event of Default, Mortgagee will have the option of proceeding as to both real and personal property in accordance with its rights and remedies with respect to real property, in which case the default provisions of the code shall not apply. Mortgagor agrees that, in the event Mortgagee elects to proceed with respect to the portion of the Premises which may be deemed not to form a part of the real estate described herein or may not constitute a fixture within the meaning of the Code (collectively the "Code Property") separately from the rest of the Premises, ten (10) days notice of the sale of the Code Property will be reasonable notice.

(b) Mortgagor hereby assigns and transfers to Mortgagee all rents, issues, profits, revenues and income from the above-described property and Premises, including all rents now due or which may hereafter become due under all leases thereof, whether written or verbal, now existing or hereafter made, as additional security for the indebtedness secured hereby, and Mortgagee is given a prior and

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continuing lien thereon. To the extent permitted under applicable law, upon and after an Event of Default, Mortgagor hereby appoints Mortgagee as its Attorney-in-Fact with power to collect said rents, revenues and income with or without suit, and apply same, less expenses of collection, to said indebtedness, in such manner as Mortgagee may elect; provided, however, that Mortgagor may exercise all acts of ownership and collect all rents, revenues and income as if this Mortgage had not been executed until an Event of Default occurs under the provisions of this Mortgage. Mortgagee does not assume and shall not be liable in respect of any obligation of the lessor under any of said leases, and no liability shall attach to Mortgagee for failure or inability to collect any rents, revenues and incomes hereby assigned. Mortgagor shall not collect any rents under any of said leases in advance of the time when they become due and except as provided above and in the ordinary course of business (i.e., after a lessee default) will not materially modify or cancel any of said leases without the prior written consent of Mortgagee. Mortgagor will (i) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the lessor thereunder; (ii) reasonably enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the lessee thereunder to be performed or observed; and that, in any Event of Default under this Mortgage, to the extent permitted by applicable law, Mortgagor will pay monthly in advance to Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of such units of the Premises as may be in possession of Mortgagor and upon default in any such payment, will vacate and surrender possession of such part of the Premises to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

(c) Nothing in this Mortgage shall be construed to obligate Mortgagee to discharge or perform duties of a landlord to a tenant or to impose any liability as a result of the exercise of the option to collect rents under this Mortgage by virtue of an Event of Default, and it is agreed that the collection or participation therein shall be as agent only for the Mortgagor.

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(d) Mortgagor will do, execute and deliver all further acts, mortgages, assignments, UCC filing statements and assurances as Mortgagee may reasonably require from time to time, for confirming to Mortgagee the property and rights hereby and hereafter intended to be conveyed or assigned, and Mortgagor will pay all filing, registration or recording fees, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, and the Security Documents.

(e) Mortgagee and Mortgagor will furnish upon either party's request within ten (10) days after written request, a written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no setoffs or defenses exist against the Mortgagee or the debt, or, if such setoffs or defenses are alleged to exist, the nature thereof.

8. Mortgagor will at all times, indemnify, defend, hold harmless and on demand reimburse Mortgagee for any and all reasonably incurred loss, damage, expense or cost, of whatsoever kind and nature, including, without limitation cost of evidence of title, appraisal fees, documentary and expert evidence, stenographer's and publication charges, and reasonable attorneys', accountants' and other professionals' fees, arising out of or incurred in connection with (i) any suit, action or proceeding relative to the Premises, the Mortgagor or having impact on the interest granted hereunder including probate, bankruptcy, appellate proceedings, and foreclosure of this Mortgage, but excluding any suit, action or proceeding based on a claim incurred prior to Mortgagor's acquisition of the Premises, (ii) preparation for the commencement or defense of any proceeding necessary and reasonable for the enforcement of this Mortgage, (iii) adjustment and settlement of insurance proceeds and condemnation awards, (iv) advances made by Mortgagee, (v) other reasonable costs incurred by Mortgagee in connection with preserving the Premises, (vi) retaking, holding, preparing and selling the Code Property pursuant to the Code, and (vii) arising out of the transaction contemplated by the Note and the Security Documents and any breach thereof. The sum of such expenditures will be due and payable on demand and will be secured by this Mortgage, except for any matters (including without limitation items (i) through (vii) above) caused by the bad faith, gross negligence, or willful misconduct of Mortgagee.

9. The powers and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are

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granted as cumulative to the remedies for collection of said indebtedness provided by law, and the powers herein may be executed after the death, dissolution or termination of the Mortgagor and after the Premises have been sold.

10. Mortgagor and Mortgagee acknowledge that the continued ownership of the Premises by Mortgagor in the Premises by Mortgagor is a material inducement to the making of the loan served by this Mortgage; therefore Mortgagor further agrees as an additional security for the debt herein described that it shall not sell, assign, transfer or further encumber the Premises (except as described in Paragraph 6(h) above or otherwise permitted) or any part thereof, or the chattels in any manner whatsoever without the prior written consent of the Mortgagee. Except, should the Mortgagor transfer said Property or further encumber said Property without the prior written consent of the Mortgagee, or should the Mortgagor sell, assign, transfer or encumber its interest in the Premises, or any part thereof, without the prior written consent of Mortgagee, it shall constitute a default under the terms of this Mortgage and the Note secured hereby.

11. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor; neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent mortgagor, or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; the Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage, without, as to the remainder of the security, in anywise impairing or affecting the lien; and Mortgagee may resort for the payment of the indebtedness to security therefor held by the Mortgagee in such order and manner as Mortgagee may elect.

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12. This Mortgage shall be construed according to the laws of the State of Illinois. It is understood and agreed that if any of the provisions of this Mortgage shall contravene, or be invalid under the laws of the State of Illinois, or of any county or jurisdiction therein, such contravention or invalidity shall not invalidate this entire Mortgage, but it shall be construed as if not containing the particular provision or provisions so held to be invalid in said state, county or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. All notices and demands under and with respect to this Mortgage or the Note secured hereby shall be in writing, and shall be served by hand, sent prepaid by Federal Express (or a comparable overnight delivery service), or sent by the United States Mail, registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (a) the day of actual receipt of the written notice or demand by the party to whom the notice was given, or (b) the date on which the party to whom such notice was sent accepts or refuses delivery of such notice. All notices or demands shall be addressed to the respective parties at the following address:

Mortgagor: The Samuel Rubinstein Partnership
716 West Fifth Avenue
Naperville, Illinois 60563
Attn: Steven M. Rubin

Mortgagee: Norman A. Rubin
2525 Sawtelle Boulevard
Los Angeles, California

14. Time is of the essence in the performance by Mortgagor of all of its obligations, covenants and agreements contained herein.

15. The warranties, covenants, conditions, representations and agreements contained in this Mortgage shall run with the land and shall bind Mortgagor, its heirs, successors and assigns, and shall be construed as including any subsequent mortgagor or owners of the Premises and shall inure to the benefit of the Mortgagee, its heirs, successors and assigns. Notwithstanding the foregoing, the warranties, covenants, conditions, representations and agreements shall continue until the indebtedness secured by this Mortgage has been paid in full, or upon a foreclosure of or exercise of power of sale under the Mortgage, a delivery of a deed in lieu of foreclosure, or termination of this Mortgage for any reason, whichever first occurs.

16. Mortgagor acknowledges and agrees that the loan secured by this Mortgage is a business loan under the provisions

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of Paragraph 6404 of Chapter 17 of the 1983 Illinois Revised Statutes.

17. This Mortgage is subject and subordinate to all the terms, conditions and covenants pursuant to a Mortgage on the Property, note and other loan documents, given by Mortgagor to Harris Bank of Naperville, dated March 18, 1988, said Mortgage recorded in DuPage County as Document Number 88-118889 and said Mortgage is now a prior lien on the Property.

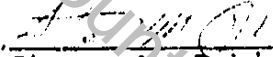
18. Mortgagor by its signature below, makes the assignments and appointments made by it and assumes the obligations imposed upon it under the terms of this Mortgage.


IN WITNESS WHEREOF, this Mortgage is duly executed the day and year first above written.

MORTGAGOR:

The Samuel Rubinstein Partnership,
an Illinois general partnership


Richard L. Ringelstein


Steven M. Rubin


Samuel Jordan

Being all the general partners
of the Samuel Rubinstein
Partnership

(TTL/MORTGAGE.SRP)

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of Cook County

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Richard L. Ringelstein, Steven M. Rubin and Samuel Jordan 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 general partners of the Samuel Rubinstein Partnership, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of May, 1992.

" OFFICIAL SEAL "
BARBARA A. JANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/24/95

Barbara A. Janek
Notary Public

Commission expires:

5/24/95

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

Lots 8 and 9 in the Resubdivision of Lots 154 to 158 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. # 17-04-202-023

COMMON ADDRESS: 1341 North Sedgwick, Chicago, Illinois

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