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RECORDATION REQUESTED BY:**EDGEWOOD BANK****1023 WEST 55TH STREET****COUNTRYSIDE, IL 60525****WHEN RECORDED, MAIL TO:****EDGEWOOD BANK****1023 WEST 55TH STREET****COUNTRYSIDE, IL 60525****SEND TAX NOTICES TO:****DENNIS KAPRAL and PAULA J. KAPRAL****4061 CENTRAL AVENUE****WESTERN SPRINGS, IL 60558****DEPT-Q1 RECORDING****\$29.50****T#00000 TRAN 3944 09/16/93 16:12:00****03497 2000-93-744051****COOK COUNTY RECORDER****SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY****Edgewood Bank****MORTGAGE**

THIS MORTGAGE IS DATED AUGUST 21, 1993, between DENNIS KAPRAL and PAULA J. KAPRAL, HIS WIFE, whose address is 4061 CENTRAL AVENUE, WESTERN SPRINGS, IL 60558 (referred to below as "Grantor"); and EDGEWOOD BANK, whose address is 1023 WEST 55TH STREET, COUNTRYSIDE, IL 60525 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in, and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 54 IN BLOCK 21 IN WESTERN SPRINGS RESUBDIVISION OF EAST HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF SECTION 31 AND SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4061 CENTRAL AVENUE, WESTERN SPRINGS, IL 60558. The Real Property tax identification number is 18-06-01-013.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated August 21, 1993, between Lender and Grantor with a credit limit of \$40,000.00, together with all renewals, extensions, modifications, refinancings, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is August 21, 2000. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the Index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means DENNIS KAPRAL and PAULA J. KAPRAL. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed to the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means EDGEWOOD BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON

Exhibit 10
45 N. LaSalle/ Suite 102
Chicago, IL 60601

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that greater gain will pay the cost of such improvements.

Notices of Commencement, Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services,

Evidences of Paymetry. Greater than upon demand letters to lender satisfactorily evidence of paymetry of the taxes and assessments and shall authorize the appropriate governmental official to deliver to lender a written statement of all taxes and assessments against the

same letter, General shall demand that any spray bond furnished in the contest proceedings.

(15) says after the ten tenures of it, it is held, within mean (15) days after Senator has notice of the filing, succeeds to discharge of the ten, or it is dissolved by the ten, plus any costs and attorney's fees of a suit which other Senator has notice of a result of a proceeding to recover under the law.

except as otherwise provided in the following paragraph.

DES AND LENSES. The following provisions relating to the taxes and fees on the Property are part of this Mortgage.

real, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method than

ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immmediately due and payable all sums secured by this upon the sale or

Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to project Leenders' interests.

comprehensive laws with comprehensive regulations, governments can do a remarkable job of protecting consumers, now or never.

Landlord's Right to Enter. Landlord and his agents and representatives may enter upon the Real Property at all reasonable times to attend to Landlord's interests and to inspect the Property for purposes of rental or compliance with the terms and conditions of this Mortgage.

Removal of improvements. Grantor shall not, during the term, make any additions, alterations, improvements (including any trees, shrubs, grasses), so as, generally or partially to impair products without the prior written consent of Lender.

not be breached by lenders' acquisition, or by interest in the property, whether by record or otherwise.

any use, generation, and/or, storage, display, disclosure or distribution of this document by any individual or entity other than the intended recipient(s) without the express written consent of the author is illegal.

and warranties contained in the original contract or otherwise based on Gramotex's due diligence in investigating the Preoperety for hazards or waste. Gramotex hereby (a) releases and waives any and all claims against Gramotex for damages resulting from or arising out of the sale of the subject premises or as a consequence of any other acts or omissions of Gramotex which may occur prior to the date of this settlement or during the period of time Gramotex has been involved in the sale of the subject premises, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses arising out of or relating to the subject premises.

regulators, states, and local laws, regulations, and ordinances, including without limitation those laws, regulations, and ordinances described above, to enter upon its premises to make such inspections and tests as lender may deem appropriate to determine compliance with this section of the Mortgagee. Any inspection or test made by lender shall be for lender's purposes only and shall not be construed to create any responsibility of liability on the part of lender to Grantee or to any other person. The responsibilities of lender to Grantee in the event of a default by the Borrower shall be limited to the amount of the principal balance outstanding at the time of default.

any person relying on such matters; and (c) Except as previously disclosed to him and acknowledged by Lender in writing. (i) neither Grantor nor any other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous substances on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable laws and regulations.

use, generation, mutation, storage, treatment, disposal, release or threatened release of any hazardous waste or substances by any person on, under, or about the Property; (b) Generation has no knowledge of, or reason to believe that there has been, except as previously described to any individual or entity in writing; (c) Any use, generation, mutation, storage, treatment, disposal, release or threatened release of any

(SAYA), the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq., or other applicable state or Federal laws, or regulations, or guidelines, or standards, or warrants to Lender that: (a) During the period of Grantee's ownership by predecessor(s) of any institution and subsequent to Lender's acquisition of the property, there has been no hazardous waste, and hazardous substances and wastes to Lender that:

Hazardous Substances. The terms "hazardous waste", "hazardous substances", "releases", "disposal", and "treatment and recovery" as used in this
amended, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as
amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490.

Rents from the Property.
Duty to Maintain. Landlord shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy, or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or full title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to SOUTH HOLLAND TRUST AND SAVINGS BANK described as: MORTGAGE LOAN DATED MARCH 30, 1993 AND RECORDED APRIL 12, 1993 AS DOCUMENT NO. 93266182. The Existing obligation has a current principal balance of approximately \$202,000.00 and is in the original principal amount of \$202,000.00. The obligation has the following payment terms: MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by Lender from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addressess. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, resiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents; and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

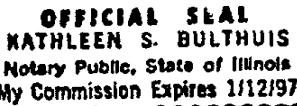
X Dennis Kapral
DENNIS KAPRAL

X Paula J. Kapral
PAULA J. KAPRAL

This Mortgage prepared by: TAMARA PATRICE WEINGART
1023 WEST 55TH STREET
COUNTRYSIDE, ILLINOIS 60525

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) 88
COUNTY OF COOK)

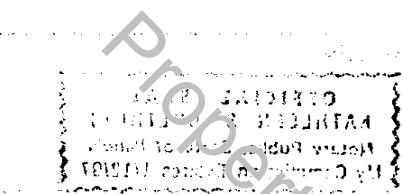


On this day before me, the undersigned Notary Public, personally appeared DENNIS KAPRAL and PAULA J. KAPRAL, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21ST day of August, 1993.
By Kathleen S. Bulthuis
Notary Public in and for the State of Illinois.
My commission expires _____

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