93808312

JUNIOR MORTGAGE

This JUNIOR MORTGAGE (the "Mortgage") is given as of this 28th day of September, 1993, by JOHN O. WILSON ("John Wilson") and SUSAN S. WILSON ("Susan Wilson"; John Wilson and Susan Wilson being collectively referred to herein as the "Mortgagor"), whose address is 10008 South Winchester Avenue, Chicago, Illinois 60643. This Mortgage is given to LASALLE NATIONAL BANK, a national banking association, whose address is 120 South La Salle Street, Chicago, Illinois 60603 (the "Mortgagee").

A. Realsource, Inc., an Illinois corporation (the "Borrower") and the Mortgagee entered into that certain Loan and Security Agreement dated June 14, 1991 (the "Loan Agreement"), pursuant to which Loan Agreement the Borrower executed and delivered to the Mortgagor a certain Promissory Note dated June 14, 1991 (the "Original Note") in the original principal amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00), and which Original Note was replaced by that certain Revolving Note dated December 15, 1992 (the "Note") in the principal amount of Two Hundred Thousand and 00/100 Dollars ($200,000.00), executed by the Borrower and made payable to the order of the Mortgagee. The obligations and liabilities of the Borrower to the Mortgagee under the Loan Agreement and the Note are guaranteed by John Wilson pursuant to that certain Continuing Unconditional Guaranty dated December 15, 1992 (the "Guaranty"). The terms of the Loan Agreement, the Note, any extension or renewal of the Note and the Guaranty are incorporated by reference herein.

B. This Mortgage secures to the Mortgagee: (a) the repayment of the indebtedness (i) evidenced by the Loan Agreement and the Note, with interest thereon as set forth in the Note, and all renewals, extensions, substitutions and modifications thereof, or (ii) as set forth in the Guaranty; (b) the payment of all other sums, with interest, advanced hereunder to protect the security of this Mortgage; and (c) the performance of covenants and agreements under this Mortgage, the Loan Agreement, the Note and the Guaranty.

NOW, THEREFORE, the Mortgagor does hereby mortgage, grant and convey to the Mortgagee the property located in Cook County, Illinois, which is more fully described in Exhibit "A" attached hereto and made a part hereof, and commonly known as 10008 South Winchester Avenue, Chicago, Illinois 60643 (the "Property Address"). Any renewal, modification or extension of the whole or any part of the indebtedness hereby secured or any change in the terms or the rate of interest charged thereon, shall not impair in any manner the validity or priority of this Mortgage and shall not release the Mortgagor from personal liability for the indebtedness hereby secured.

THIS IS A JUNIOR MORTGAGE

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BOX 333

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing are referred herein in this Mortgage as the "Property."

The Mortgagor COVENANTS that the Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNIFORM COVENANTS. The Mortgagor and the Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. The Mortgagor shall promptly pay or cause to be paid when due the principal of and interest on the debt evidenced by the Note and the Guaranty, and any prepayment and late charges due under the Note or any other costs and expenses due under the Guaranty.

2. Funds for Taxes and Insurance. If required by the Mortgagee on the date the Mortgage is executed or any time thereafter, and subject to applicable law, the Mortgagor shall pay to the Mortgagee on the day regular payments are due under the Note, until the Note is paid in full, a sum (the "Funds") equal to such prior portion of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any, as the Mortgagee may establish. These items are called "escrow items." The Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by the Mortgagee and applied to pay the escrow items. The Mortgagee may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless the Mortgagee pays the Mortgagor interest on the Funds and applicable law permits the Mortgagee to make such a charge. The Mortgagor and the Mortgagee may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, the Mortgagee shall not be required to pay the Mortgagor any interest or earnings on the Funds. The Mortgagee shall give to the Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by the Mortgagee, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the Mortgagor's option, either promptly repaid to the Mortgagor or credited to the Mortgagor on monthly payments of Funds. If the amount of the Funds held by the Mortgagee is not sufficient to pay the escrow items when due, the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency in one or more payments required by the Mortgagee.

Upon payment in full of all sums secured by this Mortgage, the Mortgagee shall promptly refund to the Mortgagor any Funds held by the Mortgagee. If, under Section 21 of this Mortgage, the Property is sold or acquired by the Mortgagee, the Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by the Mortgagee, any Funds held by the Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by the Mortgagee under Sections 1 and 2 shall be applied as follows: first, to cost and expenses due under the Guaranty and/or the Note, second to late charges due under the Note; third, to prepayment charges due under the Note; fourth, to amounts payable under Section 2; fifth, to interest due under the Note; and last, to principal due under the Note.

4. Charges; Liens. The Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. The Mortgagor shall pay these obligations in the manner provided in Section 2, or if not paid in that manner, the Mortgagor shall pay them on time directly to the person owed payment. The Mortgagor shall promptly furnish to the Mortgagee all notices of amounts to be paid under this Section. If the Mortgagor makes these payments directly, the Mortgagor shall promptly furnish to the Mortgagee receipts evidencing the payments.

The Mortgagor shall promptly discharge any lien which has priority over this Mortgage, unless the Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to the Mortgagee subordinating the lien to this Mortgage. If the Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, the Mortgagee may give the Mortgagor a notice identifying the lien. The Mortgagor shall satisfy the lien or take one or more

of the actions set forth above within ten (10) days of the giving of notice.

5. Hazard Insurance. The Mortgagor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient to pay the greater of either (a) the cost of replacing or repairing the same or (b) the full amount of the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to the Mortgagee as its interest shall appear on such policy, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the policies of insurance referenced herein contain a co-insurance clause or provision, the Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

The Mortgagor shall furnish the Mortgagee with evidence satisfactory to the Mortgagee that flood insurance is in effect in the event that the Mortgagor has failed previously to demonstrate to the Mortgagee that the Property is not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

6. Adjustment of Losses With Insurer and Application of Proceeds of Insurance.

A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of the Mortgagor, or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case the Mortgagee is authorized to collect and receipt for any such insurance money. If (i) the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of Subsection B and C hereof, be used to reimburse the Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the Property. In the event the

Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to the Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, the Mortgagee may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. In the event the Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Property, such funds will be made available for disbursement by the Mortgagee; provided, however, that (i) should any insurance company have, in the opinion of the Mortgagee, a defense against the Mortgagor (but not against the Mortgagee) to any claim for payment due to damage or destruction of the Property or any part thereof by reason of fire or other casualty, submitted by the Mortgagee or any party on behalf of the Mortgagee, or should such company raise any defense against the Mortgagee (but not against the Mortgagor) to such payment, or (ii) should the net proceeds of such insurance collected by the Mortgagee together with any funds deposited by the Mortgagor with the Mortgagee be less than the estimated costs of the requisite work as determined by the Mortgagee, which estimate shall include a reasonable contingency, then in either case the Mortgagee may, at its option, whether or not the Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and the Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to the Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to the Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by the Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the Mortgagee's clause attached to each of said insurance policies may be canceled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Property or any improvements thereon; or to perform any act hereunder.

7. Preservation and Maintenance of Property; Leaseholds. The Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, the Mortgagor shall comply with the provisions of the lease, and if the Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless the Mortgagee agrees to the merger in writing.

8. Protection of Mortgagee's Rights in the Property; Mortgage Insurance. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect the Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Mortgagee may do and pay for whatever is necessary to protect the value of the Property and the Mortgagee's rights in the Property. the Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Mortgagee may take action under this Section 8, the Mortgagee does not have to do so.

Any amounts disbursed by the Mortgagee under this Section 8 shall become additional debt of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Mortgagee to the Mortgagor requesting payment.

If the Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, the Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the Mortgagor's and the Mortgagee's written agreement or applicable law.

9. Inspection. The Mortgagee or its agent may take reasonable entries upon and inspections of the Property. The Mortgagee shall give the Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to the Mortgagor. In the event of a partial taking of the Property, unless the Mortgagor and the Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Mortgagor.

If the Property is abandoned by the Mortgagor, or if, after notice by the Mortgagee to the Mortgagor that the condemnor offers to make an award or settle a claim for damages, the Mortgagor fails to respond to the Mortgagee within thirty (30) days after the date of notice is given, the Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Mortgage, whether or not then due.

Unless the Mortgagee and the Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 1 and 2 or change the amount of such payments.

11. Extensions of Time; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Mortgagee to the Borrower or to any successor in interest of any one obligated under the Note shall not operate to release, in any manner, the liability of the Mortgagor hereunder. The Mortgagee shall not be required to (i) commence proceedings against the Borrower or any successors in interest or (ii) refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or the Borrower or such party's successors in interest.

Any forbearance by the Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Mortgagee and the Mortgagor, subject to the provisions of Section 17. The Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who signs this Mortgage who does not execute the Note or the Guaranty: (a) is signing this Mortgage only to mortgage, grant and convey that the Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that the Mortgagee and any other the Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note or the Guaranty without that the Mortgagor's consent.

13. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from the Mortgagor which exceeded permitted limits will be refunded to the Mortgagor. The Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Legislation Affecting Mortgagee's Rights. If the enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, the Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Section 21. If the Mortgagee exercises this option, the Mortgagee shall take the steps specified in the second paragraph of Section 17.

15. Notices. Any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address the Mortgagor designates by notice to the Mortgagee. Any notice to the Mortgagee shall be given by first class mail to the Mortgagee's address stated herein or any other address the Mortgagee designates by notice to the Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor or the Mortgagee when given as provided in this Section.

16. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the State of Illinois. In

the event that any provision or clause in this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given without the conflicting provision. To this end the provisions of this Mortgage, the Guaranty and the Note are declared to be severable.

17. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without the Mortgagee's prior written consent, the Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If the Mortgagee exercises this option, the Mortgagee shall give the Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Mortgagor must pay all sums secured by this Mortgage. If the Mortgagor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on the Mortgagor.

18. Mortgagor's Right to Reinstate. If the Mortgagor meets certain conditions, the Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that the Mortgagor: (a) pays the Mortgagee all sums which then would be due under this Mortgage and the Note or the Guaranty had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, the Guaranty and the Note, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's rights in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by the Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Sections 14 or 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to the Mortgagor.

20. Hazardous Substances. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. The Mortgagor shall

not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

The Mortgagor shall promptly give the Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Mortgagor has actual knowledge. If the Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, the Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. The Mortgagor and the Mortgagee further covenant and agree as follows:

21. Acceleration; Remedies. The Mortgagee shall give notice to the Mortgagor prior to acceleration following the Mortgagor's breach of any covenant or agreement in this Mortgage, the Note, or the Guaranty (but not prior to acceleration under Sections 14 or 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to the Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of the Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, the Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. The Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

22. Mortgagee in Possession. Upon acceleration under Section 21 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, the Mortgagee (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by the Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

23. Release. Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to the Mortgagor. The Mortgagor shall pay any recordation costs.

24. Waiver of Homestead. The Mortgagor waives all right of homestead exemption in the Property.

25. Revolving Credit Arrangement. This Mortgage is given to secure a revolving credit loan and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date hereof. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of $10,000,000.00, plus interest thereon an any disbursements which are made for the payment of taxes, special assessments or insurance on the Premises or other disbursements as provided for herein.

26. Junior Mortgage. This Mortgage is subject and subordinate to certain Mortgages made by the Mortgagor in favor of LaSalle National Bank, as follows: (a) Mortgage dated September 21, 1993 to secure an indebtedness in the amount of $215,000.00, and (b) Equity Line of Credit Mortgage dated September 28, 1993 to secure a revolving equity line of credit in the amount of $52,000.00 (together with all documents executed in connection therewith, being collectively referred to herein as the "Prior Loan Documents"). The occurrence of a default under any of the Prior Loan Documents shall constitute a default under this Mortgage and any indebtedness which it secures.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

JOHN O. WILSON

Susan S. Wilson
SUSAN S. WILSON

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that JOHN O. WILSON and SUSAN S. WILSON appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of September, 1993.

Rae Rivero
Notary Public

"OFFICIAL SEAL"
RAE RIVERO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/96

My Commission Expires:

12/10/96

This document prepared by and
when recorded, return to:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South La Salle Street, Suite 325
Chicago, Illinois 60603

GKF:de
D92135.AGR
September 23, 1993

93808312

EXHIBIT "A" TO MORTGAGE

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF BLOCK 4 IN WALDEN TERRACE ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD DUMMY, TRACK, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SOUTH WINCHESTER AVENUE 69 FEET 6 INCHES SOUTHERLY (MEASURED ALONG SAID WEST LINE OF SOUTH WINCHESTER AVENUE FROM THE INTERSECTION OF SAID WEST LINE OF SOUTH WINCHESTER AVENUE, WITH THE SOUTH LINE OF WEST 100TH STREET) THENCE SOUTHERLY ALONG THE WEST LINE OF SOUTH WINCHESTER AVENUE 55 FEET TO A POINT 124 FEET 6 INCHES SOUTHERLY (MEASURED ALONG THE WEST LINE OF SOUTH WINCHESTER AVENUE FROM THE INTERSECTION OF SAID WEST LINE OF SOUTH WINCHESTER AVENUE WITH THE SOUTH LINE OF WEST 100TH STREET); THENCE WEST ALONG A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF WEST 100TH STREET TO THE INTERSECTION OF SAID PARALLEL LINE WITH A STRAIGHT LINE DRAWN NORTHERLY AND SOUTHERLY THROUGH SAID BLOCK 4, EQUI-DISTANT BETWEEN THE WEST LINE OF SOUTH WINCHESTER AVENUE AND THE EAST LINE OF SOUTH ROBEY STREET; THENCE NORTHERLY ALONG SAID LINE DRAWN AND EQUI-DISTANCE BETWEEN THE WEST LINE OF SAID WINCHESTER AVENUE AND THE EAST LINE OF SOUTH ROBEY STREET TO ITS INTERSECTION WITH A LINE DRAWN THROUGH THE PLACE OF BEGINNING AS ABOVE DESCRIBED AND PARALLEL WITH THE SOUTH LINE OF WEST 100TH STREET; THENCE EAST ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS OF REAL ESTATE

10008 South Winchester Avenue
Chicago, Illinois 60643

PERMANENT TAX IDENTIFICATION NUMBER

25-07-406-014-0000

93808312