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Cross Reference: Mortgage recorded as Instrument Number 85261587 in Cook County, Illinois

CHICAGO TITLE AND TRUST COMPANY, as trustee under a Trust Agreement dated June 15, 1985, and known as Trust No. 1086100

and

ILLINOIS PARTNERS LIMITED PARTNERSHIP (formerly Six Anchors Limited Partnership), a Maryland limited partnership having its principal place of business and principal office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601

TO

THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10, a Massachusetts business trust, having its principal place of business and chief executive office c/o Mellon/McMahan Real Estate Advisors, Inc. 444 Market Street, Suite 2100, San Francisco, California 94111

AMENDED AND RESTATED MORTGAGE
(Orland Square)

Effective: as of January 1, 1993
dated as of September 28, 1993

Location: 151st Street and LaGrange (Rt. 45)
Orland Park, Illinois

Permanent Tax No. 27-10-300-012

PREPARED BY AND
RECORD AND RETURN TO:

Paul, Hastings, Janofsky & Walker
Ninth Floor
1055 Washington Boulevard
Stamford, Connecticut 06901
Attention: David E. Snediker

COOK COUNTY ILLINOIS
FILED FOR RECORD
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AMENDED AND RESTATED MORTGAGE
(Fee)

THIS AMENDED AND RESTATED MORTGAGE (this "Mortgage"), effective as of January 1, 1993, but dated as of September 28, 1993, between **CHICAGO TITLE AND TRUST COMPANY**, as trustee under Trust Agreement dated June 15, 1985, and known as Trust No. 1086100 (hereinafter referred to as "Land Trustee") and **ILLINOIS PARTNERS LIMITED PARTNERSHIP**, formerly known as Six Anchors Limited Partnership, a Maryland limited partnership having an its principal place of business and principal office c/o The Prime Group, Inc., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 (hereinafter referred to as "Beneficiary"; hereinafter collectively with the Land Trustee referred to as "Mortgagor") and **THE TRUSTEES OF MELLON PARTICIPATING MORTGAGE TRUST COMMERCIAL PROPERTIES SERIES 85/10**, a Massachusetts business trust having an office c/o Mellon/McMahan Real Estate Advisors, Inc., 444 Market Street, Suite 2100, San Francisco, California 94111 (hereinafter referred to as "Mortgagee");

W I T N E S S E T H:

WHEREAS, Mortgagee made a loan (the "Loan") to Mortgagor, which loan is evidenced by that certain Mortgage Note dated October 31, 1985, in the original principal face amount of Sixty-Eight Million and No/100 Dollars ($68,000,000.00) made by Mortgagor to the order of Mortgagee (the "Original Note");

WHEREAS, the Loan was secured, *inter alia*, by that certain Mortgage made as of October 31, 1985 and executed October 30, 1985 by and between the parties hereto and recorded as Document No. 85261587 in Cook County, Illinois (the "Original Mortgage");

WHEREAS, the parties hereto desire to restate and amend the Original Mortgage in its entirety;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby restate and amend the Original Mortgage as follows:

To secure (i) the payment of an indebtedness evidenced by that certain Mortgage Note dated October 31, 1985, as amended and restated by that certain Amended and Restated Mortgage Note effective as of January 1, 1993, but dated as of September 28, 1993, given by Mortgagor to Mortgagee but excluding the indebtedness evidenced by that certain Subordinate Promissory Note (as defined in the Amended and Restated Mortgage Note)(hereinafter, the Original Note as amended and restated and excluding the indebtedness evidenced by the Subordinate Promissory Note, is referred to as the "Note") in the original principal amount of SIXTY-EIGHT MILLION AND NO/100 DOLLARS ($68,000,000.00), lawful money of the United States of America, (ii) any and all additional advances made by Mortgagee and expressly permitted under this Mortgage to be made by Mortgagee and secured hereby to protect or preserve the Mortgaged Property or the lien hereof on the Mortgaged Property, to pay taxes, to pay premiums on insurance on the Mortgaged Property or to repair or maintain the Mortgaged Property, (iii) any and all expenses incident to the collection of the debt secured hereby and the foreclosure hereof by action in any court, and (iv) the full and prompt payment and performance of any and all obligations or covenants of Mortgagor to Mortgagee under the terms of any other certificates,

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affidavits, documents, agreements, assignments or other instruments now or hereafter evidencing, securing or otherwise relating to the debt evidenced by the Note (collectively, the "Loan Documents"; said debt and all other sums which may or shall become due hereunder or under the Note being hereinafter collectively referred to as the "Debt"), Mortgagor has mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned and by these presents does mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto Mortgagee all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the property described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises") and the buildings and improvements now or hereafter located thereon (hereinafter referred to as the "Improvements");

TOGETHER WITH all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the following property, rights and interests (the Premises and the Improvements together with such property, rights and interests being hereinafter collectively called the "Mortgaged Property"):

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(b) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises are located), superior in lien to the lien of this Mortgage;

(c) subject to the provisions of the Permitted Leases (as defined in Exhibit "E" attached hereto), all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property or any portion thereof, now or hereafter entered into, including, but not limited to, that certain lease dated October 31, 1985 by and between Land Trustee and Beneficiary, jointly, as landlord and CPS Realty Partnership, as tenant, demising the portion of the Mortgaged Property more particularly described therein (as it may be amended from time to time hereinafter referred to as the "CPS Lease") and all rents, issues, income, revenues, royalties, security deposits and profits now or in the future payable with respect to or otherwise derived from the Mortgaged Property or the ownership, use, management, operation, leasing or occupancy of the Mortgaged Property, including those past due and unpaid (hereinafter collectively referred to as the "Rents") and any and all lease rejection damages arising under 11 USC §502(b)(6) in connection with any Permitted Lease other than the CPS Lease;

(e) subject to the provisions of a Permitted Lease, all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

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(f) subject to the provisions of a Permitted Lease, the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(g) all present and future right, title and interest of Mortgagor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the Illinois Uniform Commercial Code (the "UCC")) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Mortgaged Property or any part thereof, or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Mortgaged Property or any part thereof, including, to the extent assignable, (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers and supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and, subject to paragraph 3 hereof, insurance policies (including insurance policies obtained in accordance with this Mortgage), together with insurance payments and unearned insurance premiums, (vi) subject to paragraphs 3 and 6 hereof, claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Mortgaged Property, (vii) any cash collateral account maintained pursuant to any of the Loan Documents, and any amounts deposited by Mortgagor with Mortgagee which are to be held in any such cash collateral account, (viii) leases, rental agreements, license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Mortgagor under any such agreements, (ix) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (x) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (all machinery, apparatus, Equipment, fittings, fixtures, articles of personal property, contract rights, accounts and general intangibles either referred to or described in this Mortgage or in any way connected with the use and enjoyment of the Mortgaged Property is sometimes hereinafter referred to collectively as the "Personal Property");

(h) all moneys, fees, payments, compensations and proceeds now or hereafter becoming due and payable to Beneficiary under and pursuant to that certain Declaration of Trust and Trust Agreement (hereinafter referred to as the "Land Trust Agreement") dated June 15, 1985 and known as Trust No. 1086100, whether payable as profits distributions, asset distributions, repayment of loans or capital or otherwise;

(i) all of Beneficiary's share, right, title or interest in and to the trust established pursuant to the Land Trust Agreement (the "Trust") including any and all right, to manage, direct and control the property of the Trust and in and to the assets of the Trust, including without limitation, all tangible property and assets of any nature whatsoever owned by the Trust or in which the Trust has an interest, and the Trust's capital and assets;

(j) subject to rights of Guarantor (as defined in Exhibit "E" attached hereto) under Section 2(f) of the Lease/Sale Agency Agreement (as hereinafter defined), any and all lease rejection damages arising under 11 USC §502(b)(6) in connection with those certain actions styled In re P.A. Bergner & Co. Holding Company, et al., which are presently pending in the United States Bankruptcy Court of the Eastern District of Wisconsin, as Case Nos. 91-05501 RAE through 91-05516 RAE and 93-20736 RAE;

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(k) all powers, privileges, benefits and rights of Beneficiary arising out of or from any provision of the Land Trust Agreement or arising out of Beneficiary's participation in the Trust; and

(l) all cash or non-cash proceeds of the collateral described above.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, if Mortgagor shall well and truly pay to Mortgagee the Debt at the time and in the manner provided in the Note and this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, then these presents and the estate hereby granted shall cease, determine and be void.

AND Beneficiary covenants with and represents and warrants to Mortgagee as follows:

1. Payment of Debt. Mortgagor will pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

2. Warranty of Title. Beneficiary warrants the title to the Premises, the Improvements and the Equipment.

3. Insurance. Mortgagor (i) will keep or cause to be kept the Improvements and the Equipment insured against loss or damage by fire, standard extended coverage perils and such other hazards as Mortgagee shall from time to time reasonably require in amounts approved by Mortgagee, which amounts shall in no event be less than the full replacement value of the Improvements and the Equipment (excluding excavations, foundations and architect's and engineer's fees) and shall be sufficient to meet all applicable co-insurance requirements, and (ii) will maintain or cause to be maintained rental and business interruption insurance and such other forms of insurance coverage with respect to the Mortgaged Property as Mortgagee shall from time to time require in amounts approved by Mortgagee; provided, however, that Mortgagor shall not be obligated to maintain or cause to be maintained rental and business interruption insurance as long as the CPS Lease is in full force and effect. All policies of insurance (hereinafter referred to as the "Policies") shall be issued by an insurer lawfully doing business in the state in which the Mortgaged Property is located and acceptable to Mortgagee and shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement satisfactory to Mortgagee naming Mortgagee as the person to which all payments made by such insurance company shall be paid, subject to the provisions of any Permitted Lease with respect to casualties resulting in insurance proceeds of $250,000.00 or less. Mortgagor shall pay or cause to be paid the premiums for the Policies as the same become due and payable. At the request of Mortgagee, Mortgagor will assign and deliver the Policies or copies thereof, together with certificates thereunder evidencing such coverage, to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee copies of a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment of premium satisfactory to Mortgagee, together with a certificate thereof. If at any time Mortgagee is not in receipt of written evidence that all insurance required hereunder is in force and effect, Mortgagee shall have the right without notice to Mortgagor to take such action as Mortgagee deems necessary to protect its interest in the Mortgaged Property, including, without limitation, the obtaining of such insurance coverage as Mortgagee in its sole discretion deems appropriate, and all expenses incurred by Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Mortgagor to Mortgagee upon demand. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire, or other casualty Mortgagor shall give prompt notice thereof to Mortgagee. With respect to a Permitted Lease, Mortgagee shall make the net amount of all insurance proceeds received by Mortgagee pursuant to the provisions of this Mortgage as a result of such damage or destruction after deduction of its reasonable costs and

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expenses, if any, in collecting the same (hereinafter referred to as the "Net Proceeds") available for the repair and restoration of the Improvements, provided that (i) no default beyond the expiration of any applicable grace or cure period shall exist under the Note or this Mortgage, (ii) no default beyond the expiration of any applicable grace or cure period shall exist under any Permitted Lease, (iii) Mortgagor, or the holder of the interest of tenant under any Permitted Lease, shall proceed with the repair and restoration of the Improvements as nearly as possible to the condition the Improvements were in immediately prior to such fire or other casualty promptly after the insurance claims are settled, (iv) no Permitted Lease shall be terminated as a result of such fire or other casualty, (v) Mortgagee shall be satisfied that upon the completion of such repair and restoration the Basic Rent (as defined in Exhibit "E" attached hereto) payable under any Permitted Lease will be restored to a level at least equal to the level the same were at prior to the date of such fire or other casualty, and (vi) Mortgagor shall not have received notice given in accordance with the applicable provisions of any Permitted Lease by the holder of the interest of tenant under any Permitted Lease that said tenant has elected not to repair and restore the Mortgaged Property. Mortgagee acknowledges that, pursuant to Section 19.2(a)(iii) of the CPS Lease, the tenant under the CPS Lease shall be entitled to the Net Proceeds if the provisions of said CPS Lease concerning the exchange of the premises demised thereunder have been satisfied. Upon satisfaction of the conditions set forth in this paragraph pursuant to which Mortgagee would be required to make Net Proceeds available for repair and restoration, the Net Proceeds will be disbursed by Mortgagee to Mortgagor to pay for the costs of repair and restoration of the Improvements. The Net Proceeds shall be held by Mortgagee in escrow until expended in connection with the repair and restoration of the Improvements, it being agreed that any Net Proceeds may not be commingled with the general funds of Mortgagee and shall be held in a separate interest bearing account with all interest on such amounts being added to and constituting part of the Net Proceeds, and shall constitute additional security for the payment of the Debt; provided, however, that Mortgagee shall not be required to maximize the total interest earned on or in any way guarantee a particular rate of interest on such amounts. The Net Proceeds shall be paid by Mortgagee to, or as directed by, Mortgagor from time to time during the course of the repair and restoration, upon receipt of evidence satisfactory to Mortgagee that (i) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested payment) in connection with the repair and restoration have been paid for in full, (ii) there exist no notices of intention, mechanics' or other liens and encumbrances on the Mortgaged Property arising out of the repair and restoration, and (iii) the Architect (as hereinafter defined) has submitted its certificate certifying, in each case, the amount incurred by Mortgagor or the holder of the interest of tenant under a Permitted Lease for repair and restoration and not previously reimbursed, and stating the balance of the Net Proceeds, after the making of such payment, will be sufficient to complete the repair and restoration. The repair and restoration shall be done and completed by Mortgagor, or the holder of the interest of tenant under any Permitted Lease, in an expeditious and diligent fashion and in compliance with all applicable laws, rules and regulations, and all plans and specifications required in connection with the repair and restoration shall be subject to review and approval in all respects by an independent architect selected by the holder of the interest of tenant under any Permitted Lease and subject to the prior approval of Mortgagor, which approval by Mortgagor of such architect (hereinafter referred to as the "Architect") will not unreasonably be withheld or delayed. All costs and expenses incurred by Mortgagee in connection with making the Net Proceeds available for the repair and restoration, including, without limitation, counsel fees and the Architect's fees incurred by Mortgagee, shall be paid by Mortgagor or the holder of the interest of tenant under any Permitted Lease. In no event shall Mortgagee be obligated to make disbursements of the Net Proceeds in excess of an amount equal to the costs actually incurred for work in place as part of the repair and restoration, including customary soft costs incurred by third parties unaffiliated with Mortgagor or the holder of the interest of tenant under any Permitted Lease, as certified by the Architect. Mortgagee shall not be obligated to make disbursements of the Net Proceeds more than once every thirty (30) days. The excess, if any, of the Net Proceeds after the repair and restoration of the Improvements as nearly as possible to their former condition and the payment in full of all costs incurred in connection therewith shall be applied by Mortgagee in reduction of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper (except as otherwise provided in Exhibit "C" attached hereto) or, at the discretion of Mortgagee, the same may, subject to the

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provisions of Section 19.2(a)(iii) of the CPS Lease, be paid, in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. All costs of the repair and restoration in excess of the Net Proceeds shall be paid for by Mortgagor or the holder of the interest of the tenant under a Permitted Lease. All insurance proceeds received by Mortgagee and not required or elected by Mortgagee to be disbursed for the repair and restoration pursuant to the provisions of this paragraph hereinabove set forth may, subject to the provisions of Section 19.2(a)(iii) of the CPS Lease, be retained and applied by Mortgagee toward the payment of the Debt whether or not then due and payable pursuant to Exhibit "C" attached hereto or may be applied to repair and restore the Improvements. If Mortgagee shall receive and elect to retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Mortgagee and actually applied by Mortgagee in reduction of the Debt.

4. Payment of Taxes, etc. (a) Mortgagor shall pay or cause to be paid all taxes, assessments, water rates, sewer rents and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (hereinafter referred to as the "Taxes") prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Mortgagor shall deliver to Mortgagee, upon request, receipted bills, cancelled checks and other evidence satisfactory to Mortgagee evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

(b) After prior notice to Mortgagee, in the case of any material item, Mortgagor or the holder of the interest of tenant under a Permitted Lease, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that if Mortgagor or any such tenant contests the amount or validity or application of such Taxes (i) no default beyond the expiration of any applicable grace or cure period exists under the Note or this Mortgage, (ii) no default beyond the expiration of any applicable grace or cure period exists under a Permitted Lease, (iii) such proceeding shall suspend the collection of the Taxes from Mortgagor and from the Mortgaged Property, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor or the Mortgaged Property is subject and shall not constitute a default beyond the expiration of any applicable grace or cure period thereunder, (v) neither the Mortgaged Property nor any part thereof or interest therein will in the opinion of Mortgagee be in danger of being sold, forfeited, terminated, cancelled or lost, (vi) Mortgagor or the holder of the interest of tenant under a Permitted Lease, shall, if required pursuant to the provisions of a Permitted Lease, have set aside adequate reserves for the payment of the Taxes, together with all interest and penalties thereon, and (vii) Mortgagor or the holder of the interest of tenant under a Permitted Lease, shall have furnished such security as may be required in the proceeding, or as may be requested by Mortgagee to insure the payment of any such Taxes, together with all interest and penalties thereon.

(c) After prior notice to Mortgagee and Mortgagor, in the case of any material item, Guarantor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, provided that if Guarantor contests the amount or validity or application of such Taxes (i) any such contest shall be subject to the rights, if any, of Mortgagor and any holder of an interest of tenant under a Permitted Lease to similarly contest such payment, (ii) no Dial Event of Default (as defined in the Guaranty (as defined in Exhibit "E" attached hereto)) shall exist, (iii) such proceeding shall suspend the collection of the Taxes from Mortgagor and from the Mortgaged Property, (iv) neither the Mortgaged Property nor any part thereof or interest therein will in the opinion of Mortgagee be in danger of being sold, forfeited, terminated, cancelled or lost, and (v) Guarantor, shall have furnished such security as may be required in the proceeding, or as may be requested by Mortgagee to insure the payment of any such Taxes, together with all interest and penalties thereon.

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5. Escrow Fund. Mortgagor will, upon the happening of a default under this Mortgage and following Mortgagee's request therefor, pay to Mortgagee, on the first day of each calendar month one-twelfth of an amount (hereinafter referred to as the "Escrow Fund") which would be sufficient to pay the Taxes payable, or estimated by Mortgagee to be payable, during the ensuing twelve (12) months. Mortgagee will apply the Escrow Fund to the payment of Taxes which are required to be paid by Mortgagor pursuant to the provisions of this Mortgage. If the amount of the Escrow Fund shall exceed the amount of the Taxes payable by Mortgagor pursuant to the provisions of this Mortgage, Mortgagee shall, in its discretion, (a) return any excess to Mortgagor, or (b) credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Mortgagee may deal with the person shown on the records of Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the Taxes, as the same become payable, Mortgagor shall pay to Mortgagee, upon request, an amount which Mortgagee shall estimate as sufficient to make up the deficiency. Until expended or applied as above provided, any amounts in the Escrow Fund may be commingled with the general funds of Mortgagee and shall constitute additional security for the Debt and shall not bear interest. The provisions of this paragraph 5 shall not be operable so long as a Permitted Lease remains in full force and effect.

6. Condemnation. (a) Notwithstanding any Taking (as hereinafter defined) by any public or quasi-public authority through eminent domain or otherwise, Mortgagor shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Mortgagee to the discharge of the Debt. The term "Taking" as used in this Mortgage shall mean a transfer during the term hereof of all or any part of the Mortgaged Property or any interest therein or right accruing thereto, as the result of or in lieu of or in anticipation of the exercise of the right of appropriation, confiscation, condemnation or eminent domain, or a change of grade during the term hereof affecting the Mortgaged Property or any part thereof. Subject to the provisions of this paragraph hereinafter set forth, Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt whether or not then due and payable in such priority and proportions as Mortgagee in its discretion shall deem proper (except as otherwise provided in Exhibit "C" attached hereto) or may apply such award or payment to the repair or restoration of the Improvements. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. Mortgagor shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, subject to the provisions of subparagraph (c) hereof, in the name of Mortgagor or otherwise to collect and receipt for any such award or payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Mortgagor shall, upon demand of Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

(b) If the Mortgaged Property is subject to a Taking other than a Taking described in paragraph (c) or (d) of this paragraph, Mortgagee shall make the portion of the aggregate award or payment received by Mortgagee pursuant to the provisions of this Mortgage as a result of such Taking which is specifically awarded for the repair and restoration of the portion of the Improvements not subject to such Taking or, in the absence of any such specific award, is in the sole opinion of Mortgagee and the Architect necessary to pay for the costs which will be incurred in connection with the repair and restoration of the portion of the Improvements not subject to such Taking after deduction of its reasonable costs and expenses, if any, in collecting the same (hereinafter referred to as the "Net Restoration Award") available for the repair and restoration of the Improvements, provided that (i) no default beyond the expiration of any applicable grace or cure period shall exist under the Note or this Mortgage, (ii) no

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default shall exist under any Permitted Lease beyond the expiration of any applicable grace or cure period, (iii) Mortgagor, or the holder of the interest of tenant under any Permitted Lease, shall proceed with the repair and restoration of the Improvements as nearly as possible to the condition the Improvements were in immediately prior to such Taking promptly after the award is settled, (iv) no Permitted Lease shall be terminated as a result of such Taking, and (v) Mortgagee shall be satisfied that upon completion of the repair and restoration the Basic Rent payable under a Permitted Lease, will be restored to a level sufficient to cover debt service on the Note and, if such Permitted Lease is not a triple-net lease, all carrying costs and operating expenses of the Mortgaged Property. Upon satisfaction of the provisions of the preceding sentence of this paragraph, the Net Restoration Award will be disbursed by Mortgagee to Mortgagor to pay for the costs of repair and restoration of the Improvements. The Net Restoration Award shall be held by Mortgagee in escrow until expended in connection with the repair and restoration of the Improvements, it being agreed that any Net Restoration Award may not be commingled with the general funds of Mortgagee and shall be held in a separate interest bearing account with all interest on such amounts being added and constituting a part of the Net Restoration Award, and shall constitute additional security for the payment of the Debt; provided, however, that Mortgagee shall not be required to maximize the total interest earned on or in any way guarantee a particular rate of interest on such amounts. The Net Restoration Award shall be paid by Mortgagee to, or as directed by, Mortgagor from time to time during the course of the repair and restoration, upon receipt of evidence satisfactory to Mortgagee that (i) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested payment) in connection with the repair and restoration have been paid for in full, (ii) there exist no notices of intention, mechanics' or other liens and encumbrances on the Mortgaged Property arising out of the repair and restoration, and (iii) the Architect has submitted its certificate certifying, in each case, the amount incurred by Mortgagor or the holder of the interest of tenant under a Permitted Lease for repairs and restoration and not previously reimbursed, and stating the balance of the Net Restoration Award, after the making of such payment, will be sufficient to complete the repair and restoration. The repair and restoration shall be done and completed in an expeditious and diligent fashion and in compliance with all applicable laws, rules and regulations, and all plans and specifications required in connection with the repair and restoration shall be subject to review and approval in all respects by the Architect. All costs and expenses incurred by Mortgagee in connection with making the Net Restoration Award available for the repair and restoration, including, without limitation, appraisal fees, counsel fees and the Architect's fees incurred by Mortgagee, shall be paid by Mortgagor or the holder of the interest of tenant under a Permitted Lease. In no event shall Mortgagee be obligated to make disbursements of the Net Restoration Award in excess of an amount equal to the costs actually incurred for work in place as part of the repair and restoration, as certified by the Architect. Mortgagee shall not be obligated to make disbursements of the Net Restoration Award more than once every thirty (30) days. The excess, if any, of the Net Restoration Award after the repair and restoration of the Improvements as nearly as possible to their former condition and the payment in full of all costs incurred in connection therewith shall be applied by Mortgagee in reduction of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper (except as otherwise provided in Exhibit "C" attached hereto). All costs of the repair and restoration in excess of the Net Restoration Award shall be paid for by Mortgagor.

(c) Provided a Permitted Lease is in full force and effect, if the Mortgaged Property is subject to a Taking for temporary use and the Permitted Lease requires that any award or payment resulting from such temporary Taking be payable to the tenant thereunder, provided that (i) no default beyond the expiration of any applicable grace or cure period exists under the Note or this

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Mortgage, (ii) no default beyond the expiration of any applicable grace or cure period exists under the Permitted Lease, and (iii) no Permitted Lease shall be terminated as a result of such Taking, then Mortgagor shall be entitled to any such award or payment resulting from such temporary Taking and shall pay over such sum to the tenant in accordance with the Permitted Lease. If the Permitted Lease does not require that such award or payment be payable to the tenant thereunder, then any award or payment resulting from such Taking may, at Mortgagee's election, be retained and applied by Mortgagee toward the payments of the Debt whether or not then due and payable in such priority and proportions as Mortgagee in its discretion deems proper (except as otherwise provided in Exhibit "C" attached hereto).

(d) If the Mortgaged Property is subject to a Total Taking (as hereinafter defined) any award or payment resulting from such Taking shall be retained and applied by Mortgagee toward the payment of the Debt whether or not then due and payable in such priority and proportions as Mortgagee in its discretion deems proper (except as otherwise provided in Exhibit "C" attached hereto). The term "Total Taking" as used herein shall mean a Taking of all or substantially all of the Mortgaged Property.

7. Leases and Rents. Subject to the terms of this paragraph, Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants Mortgagor the right to collect the Rents. Mortgagor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The right of Mortgagor to collect the Rents may be revoked by Mortgagee upon any default by Mortgagor under the terms of the Note or this Mortgage (and following the expiration of any applicable notice and cure periods) by giving notice of such revocation to Mortgagor. Following such notice Mortgagee may retain and apply the Rents toward payment of the Debt in such priority and proportions as Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property. Mortgagor shall not, without the consent of Mortgagee (except as otherwise provided in the Guaranty), make, or suffer to be made, any leases or cancel or modify any Permitted Leases, or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. Mortgagor shall (a) fulfill or perform each and every provision of all leases on the part of Mortgagor to be fulfilled or performed, (b) promptly send copies of all notices of default which Mortgagor shall send or receive under all leases to Mortgagee, and (c) enforce, short of termination of any lease, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which Mortgagee may have herein, in the event of any default under this Mortgage and following the expiration of any applicable notice and cure period, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagor. Upon default in any such payment, Mortgagor will vacate and surrender possession of the Mortgaged Property to Mortgagee, or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Permitted Leases.

8. Maintenance of the Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. Provided a Permitted Lease shall be in full force and effect, any change or alteration of the Improvements and the Equipment in excess of $500,000.00 shall not be permitted without the prior written consent of Mortgagee. Mortgagor shall, except as may be expressly permitted pursuant to the provisions of a Permitted Lease, promptly comply with all existing and future governmental laws, orders, ordinances, rules and regulations affecting the Mortgaged Property, or the use thereof, and shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty (including any casualty for which insurance was not obtained or obtainable) or which may be affected by any Taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by

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the Policies, Mortgagor's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon Mortgagee paying Mortgagor the proceeds of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. Subject to the provisions of a Permitted Lease, Mortgagor will not, without obtaining the prior consent of Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof.

9. Estoppel Certificates. Mortgagor, within ten (10) days after request by Mortgagee and at Mortgagor's expense, will furnish Mortgagee with a statement, duly acknowledged and certifying to the best knowledge of the party authorized by Mortgagor to execute such certificate (i) the amount of the Debt and the offsets or defenses thereto, if any, (ii) the last payment date and amount of such payment under the Note, (iii) whether the representations and warranties in the Loan Documents remain true and correct, (iv) whether there are any defaults under the Loan Documents and whether there are any modifications (other than as listed) to any Loan Document, (v) whether the REA Agreement (as defined in paragraph 47 hereof) (a) is in full force and effect, (b) whether any notice of default which remains uncured has been given to Mortgagor by any other party to the REA Agreement or by Mortgagor to any other such party, (c) whether any condition exists which would give rise to any material default or claim of a material default on the part of Mortgagor or, to the actual knowledge of Mortgagor, any other party under the REA Agreement, and (d) whether the REA Agreement has been modified or amended, and if modified or amended, a copy of such modification or amendment is attached to said certificate, (vi) whether the Permitted Leases (a) are in full force and effect, (b) whether any notice of default which remains uncured has been given to the Mortgagor by any tenant under the Permitted Leases or by Mortgagor to any such tenant, (c) whether any condition exists which would give rise to any material default or claim of a material default on the part of Mortgagor, as landlord or, to the actual knowledge of Mortgagor, any other party under the Permitted Leases, and (d) whether the Permitted Leases have been modified or amended, and if modified or amended, a copy of such modification or amendment is attached to said certificate. Mortgagor hereby agrees that any statement delivered pursuant to this paragraph 9 may be relied upon by the person to whom it is addressed at Mortgagee's request, and to any successor, purchaser or assignee of the Loan or of Mortgagee's interest under the Loan Documents.

10. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property and no part or any interest in the Land Trust Agreement shall in any manner be further encumbered, sold, transferred or conveyed, or permitted to be further encumbered, sold, transferred or conveyed without the consent of Mortgagee. The provisions of this paragraph shall apply to each and every such further encumbrance, sale, transfer or conveyance, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to any such previous further encumbrance, sale, transfer or conveyance. Notwithstanding anything to the contrary contained in this paragraph, the consent of Mortgagee shall not be required in connection with (i) any voluntary or involuntary transfer or sale of or the grant of any security interest in a partnership interest in Beneficiary, (ii) the grant of a security interest pursuant to that certain Second Mortgage effective as of January 1, 1993, but dated as of September 28, 1993 by and between Mortgagor and Guarantor encumbering the Premises, and (iii) the transfer of the Mortgaged Property in connection with the exercise of that certain acquisition right pursuant to Section 7 of that certain Lease/Sale Agency Agreement effective as of January 1, 1993, but dated as of September 28, 1993 by and among Beneficiary, Mortgagee and Guarantor (the "Lease/Sale Agency Agreement"). Mortgagee acknowledges and agrees that the Mortgaged Property may be transferred or conveyed upon compliance with all of the provisions set forth in paragraph 49 hereof with respect to the Exchange Property (as defined in paragraph 49 hereof). Notwithstanding the foregoing, the Mortgaged Property may be conveyed and/or the Beneficiary's interest in the Land Trust Agreement may be assigned or conveyed subject to this Mortgage and the Note, without cost or penalty, upon the satisfaction of the following terms: (i) the purchaser acquires the entire interest of Mortgagor in all of the Mortgaged Properties or in all of the Land Trust Agreements (as hereinafter defined)(or in any combination thereof); (ii) such purchaser acknowledges, by documents

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reasonably acceptable to Mortgagee and any guarantor, that such purchaser is bound by all of the obligations of Mortgagor under this Mortgage, the Note and the Loan Documents; and (iii) such purchaser expressly assumes all of Mortgagor's obligations under the Note, this Mortgage and the Loan Documents through an assumption agreement in form and content reasonably acceptable to Mortgagee and any guarantor. For purposes hereof, the term "Properties" shall mean and include the properties granted as security for the Note under those Mortgages identified on Exhibit "B" hereto and the "Land Trust Agreements" shall mean those Trust Agreements identified on Exhibit "D" attached hereto.

11. Notice. All notices, requests, demands and other communications required or permitted hereunder (a "Notice") shall be sent in writing, and shall be sent or communicated (i) by personal delivery, (ii) by nationally recognized overnight courier, or (iii) by facsimile transmission, and shall be sent or delivered to the applicable party at the address indicated below or at such other address in the continental United States as shall be designated by such party in a Notice delivered in accordance with this paragraph 11. Any Notice given to any party hereunder shall be given to all parties hereto. Any Notice shall be effective upon the parties set forth below upon receipt or deemed receipt by the last party listed below receiving or deemed to have received such Notice. Receipt of any Notice hereunder shall be deemed to have occurred (i) if personally delivered or sent by overnight courier during normal business hours (whether successful or unsuccessful so long as the courier made a good faith attempt to effect delivery) if tendered for delivery before 2:00 P.M. at the location of delivery on a Business Day, and if not tendered before 2:00 P.M. or on a Business Day, on the next Business Day thereafter; or (ii) if sent by facsimile transmission, on the date transmitted (as evidenced by electronic confirmation) if transmitted before 2:00 P.M. at the location of receipt on a Business Day, and if not transmitted before 2:00 P.M. or on a Business Day, on the next Business Day thereafter. Notices shall be addressed and telecopied as follows:

If to Mortgagor:

Illinois Partners Limited Partnership
c/o The Prime Group, Inc.
77 West Wacker Drive, Suite 3900
Chicago, Illinois 60601
Attention: Jeffrey A. Patterson and Robert J. Rudnik
Fax No.: (312)782-5867

with a copy to:

Dennis W. Townsend
210 West Pennsylvania Avenue, Suite 610
Towson, Maryland 21204
Fax No.: (410)321-1901

If to Mortgagee:

The Trustees of Mellon Participating Mortgage
Trust Commercial Properties Series 85/10
c/o Mellon/McMahan Real Estate Advisors, Inc.
444 Market Street, Suite 2100
San Francisco, California 94111
Attention: John McMahan
Fax No.: (415)398-1237

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with a copy to:

Mellon/McMahan Real Estate Advisors, Inc.
One Boston Place, 18th Floor
Boston, Massachusetts 02108
Attention: Thomas G. Ryan
Fax No.: (617)722-7792

12. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of Mortgagee, be sold in one or more parcels or in several interests or portions and in any order or manner.

13. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State in which the Premises are located deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or the Debt, Mortgagor shall, if permitted by law, pay any tax imposed as a result of any such law within the statutory period or within fifteen (15) days after demand by Mortgagee, whichever is less; provided, however, that if, in the opinion of the attorneys for Mortgagee, Mortgagor is not permitted by law to pay such taxes, Mortgagee shall have the right, at its option, to declare the Debt due and payable on a date specified in a prior notice to Mortgagor of not less than thirty (30) days.

14. No Credits on Account of the Debt. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Debt.

15. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which Mortgagor may have against any assignor of this Mortgage and the Note and no such offset, counterclaim or defense shall be interposed or asserted by Mortgagor in any action or proceeding brought by any such assignee upon this Mortgage or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Mortgagor.

16. Other Security for the Debt. Mortgagor shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby.

17. Documentary Stamps. If at any time the United States of America, any state thereof or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, Mortgagor will pay for the same, with interest and penalties thereon, if any.

18. Right of Entry. Mortgagee, its agents and any prospective purchaser of the Loan shall have the right, subject to the provisions of the Permitted Leases, to enter and inspect the Mortgaged Property at all reasonable times and upon reasonable prior notice. Mortgagor agrees to cooperate with Mortgagee, its agents and any prospective purchasers and to use its good faith efforts to obtain the cooperation of any tenant or lessee of the Mortgaged Property or any portion thereof to similar inspections.

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19. Books and Records. Beneficiary will keep and maintain or will cause to be kept and maintained on a fiscal year basis in accordance with generally accepted accounting practices consistently applied proper and accurate books, records and accounts reflecting all of the financial affairs of Beneficiary and all items of income and expense in connection with the operation of the Mortgaged Property and in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expense be realized by Beneficiary or by any other person whatsoever excepting lessees unrelated to and unaffiliated with Mortgagor who have leased from Mortgagor portions of the Mortgaged Property for the purpose of occupying the same. Mortgagee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Beneficiary or other person maintaining such books, records and accounts and to make copies or extracts thereof as Mortgagee shall desire. Beneficiary will furnish Mortgagee annually, within ninety (90) days next following the end of each fiscal year of Beneficiary with (i) a complete executed copy of a financial statement prepared by a certified public accountant acceptable to Mortgagee covering the operation of the Mortgaged Property for such fiscal year and containing a fully itemized statement of profit and loss and of surplus and a balance sheet, and (ii) a complete executed copy of a financial statement of Beneficiary for such fiscal year prepared by a certified public accountant acceptable to Mortgagee and containing a fully itemized statement of profit and loss and of surplus and a balance sheet. Within ninety (90) days after the end of each fiscal year of Beneficiary, Beneficiary shall furnish to Mortgagee a certificate signed by a duly authorized representative of Beneficiary certifying on the date thereof either that there does or does not exist an event which constitutes, or which upon notice or lapse of time or both would constitute, a default under the Note or this Mortgage and if such event exists, the nature thereof and the period of time it has existed. Beneficiary shall furnish to Mortgagee, within ten (10) days after request, such further detailed information covering the operation of the Mortgaged Property and the financial affairs of Beneficiary or any affiliate of Beneficiary, as may be requested by Mortgagee.

20. Performance of Other Agreements. Mortgagor shall observe and perform each and every term to be observed or performed by Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

21. Defaults. The Debt shall become due at the option of Mortgagee upon the occurrence of any one of the following events:

(a) if Mortgagor fails to make any payment required of it by the terms of the Note within ten (10) days from the due date for such payment; provided, however, that with respect to the first three (3) such failures during the term of the Note but not more frequently than once during any twelve (12) month period, the Debt shall not become immediately due and payable (and Mortgagee shall have no such option) unless Mortgagor fails to make any such payment within fifteen (15) days from the due date for such payment;

(b) if any portion of the Debt (other than as specified in paragraph 21(a) hereof), is not paid within ten (10) days after the same is due;

(c) except as specifically provided herein or except as may be permitted pursuant to the provisions of a Permitted Lease, if Mortgagor shall fail to pay or cause to be paid within thirty (30) days of notice and demand by Mortgagee, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter laid, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property, notwithstanding the fact that such installment may not be due and payable at the time of such notice and demand;

(d) if any Federal tax lien is filed against Mortgagor or the Mortgaged Property and the same is not discharged of record within thirty (30) days;

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(e) except as may be specifically provided in paragraph 10 and/or 49 hereof, if without the consent of Mortgagee any part of the Mortgaged Property or any interest therein or any interest in the Land Trust Agreement is in any manner further encumbered, sold, transferred or conveyed, or, except as may be specifically provided in paragraph 8 hereof, if any Improvement or the Equipment (except for normal replacement of the Equipment) is removed, demolished or materially altered;

(f) if the Policies are not kept in full force and effect, or if the Policies are not assigned and delivered to Mortgagee upon request;

(g) if without the consent of Mortgagee, Mortgagor shall enter into any lease, occupancy agreement or similar agreement other than a Permitted Lease or, except as provided in the Lease/Sale Agency Agreement, if any Permitted Lease is cancelled or modified without the prior written consent of Mortgagee (where such consent is required) or if any portion of the Rents is paid for a period of more than one (1) month in advance or if any of the Rents are further assigned;

(h) if any representation or warranty of Mortgagor in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note or this Mortgage shall prove false or misleading in any material respect;

(i) if Mortgagor shall make an assignment for the benefit of creditors;

(j) if a court of competent jurisdiction enters a decree or order for relief with respect to Mortgagor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of Mortgagor, or of any substantial part of its properties, or if such court decrees or orders the winding up or liquidation of the affairs of Mortgagor;

(k) if Mortgagor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if Mortgagor consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor, or of any substantial part of its properties, or if Mortgagor fails generally to pay its debts as such debts become due, or if Mortgagor takes any action in furtherance of any action described in this subparagraph;

(l) if Mortgagor shall be in default beyond the expiration of any applicable grace or cure period under any of the Loan Documents;

(m) if Mortgagor shall continue to be in default under any of the other terms, covenants or conditions of this Mortgage for ten (10) days after notice from Mortgagee in the case of any default which can be cured by the payment of a sum of money or for thirty (30) days after notice from Mortgagee in the case of any other default, provided that if such default cannot reasonably be cured within such thirty (30) day period and Mortgagor shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Mortgagor in the exercise of due diligence to cure such default;

(n) if Mortgagor shall be in default beyond the expiration of any applicable grace or cure period under any mortgage or deed of trust covering any part of the Mortgaged Property whether superior or inferior in lien to this Mortgage;

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(o) if the Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any mechanic's, materialman's or other lien and such lien shall remain undischarged or unbonded for thirty (30) days after the filing of such lien;

(p) if there shall be a default beyond the expiration of any applicable grace or cure period by the individual mortgagors under any of the Additional Mortgages (as defined in paragraph 48 hereof);

(q) if Mortgagor shall be in default beyond the expiration of any applicable grace or cure period under a Permitted Lease;

(r) if the Land Trust Agreement shall be cancelled, modified or amended without the consent of Mortgagee; or

(s) if Beneficiary shall be in default beyond the expiration of any applicable grace or cure period under the REA Agreement;

provided, however, that with respect to events occurring under subparagraphs (a), (b), (c), (f), (l), (m), (o), (q) or (s) above, in the event that Mortgagee shall (i) execute for Guarantor's benefit a written extension of the due date for any unpaid portion of a Required Payment or an Operating Expense Payment (as such terms are defined in the Guaranty) which would otherwise be due under the Guaranty, or (ii) agree in writing to forbear from making demand on Guarantor for any unpaid portion of a Required Payment or Operating Expense Payment which would otherwise, if demanded, be due from Guarantor under the Guaranty, the date upon which the Debt shall become due at the option of Mortgagee as the result of the failure of Mortgagor to pay the sums (or cure such defaults which would have been cured by the payment of such sum) due which are the subject of such extension or forbearance shall be deemed extended until the earlier of (i) the date established by any such written extension or forbearance for expiration of such extension or forbearance; or (ii) three (3) Business Days after Mortgagee provides a separate notice to Mortgagor and Guarantor terminating any such extension or forbearance.

22. Remedies. If any event of default described in paragraph 21 hereof shall have occurred and shall have continued beyond the expiration of any applicable grace or cure period, Mortgagee, at its option and subject to the provision of any Permitted Lease, shall have, in addition to any rights at law or in equity, each and all of the following rights and remedies, which may be exercised individually, collectively or cumulatively, but in all events, subject to paragraph 46 hereof:

(a) *Acceleration*. Mortgagee shall have the right to declare all Debt secured hereby to be immediately due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind.

(b) *Management*. Mortgagee may, with or without bringing any action or proceeding, and without regard to the adequacy of any security for the indebtedness or obligations hereby secured, in person or by agent or employee, or by a receiver appointed by a court of competent jurisdiction, enter upon and take possession of all or any part of the Mortgaged Property, excluding Mortgagor and its agents and servants wholly therefrom; Mortgagor shall on demand peaceably surrender possession thereof to Mortgagee. Upon every such entry, Mortgagee, personally or by its agents or in the name of Mortgagor, at the expense of Mortgagor, from time to time, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid; and, from time to time, at the expense of Mortgagor, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may reasonably deem advisable or necessary to preserve the value, marketability or rentability of the Mortgaged Property; and in every such case Mortgagee shall have the right to manage, control and

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operate the Mortgaged Property and may make, cancel, modify or enforce leases, obtain and evict tenants, rent and lease the same to such persons, for such periods of time, and on such terms and conditions as Mortgagee in its reasonable discretion may determine, and with or without taking possession of the Mortgaged Property, may sue for or otherwise collect any and all of the rents, issues and profits thereof, including those past due and unpaid, and apply same, less actual out-of-pocket costs and expenses of management, operation and collection, including reasonable attorneys' fees, upon any Debt secured hereby, all in such order as Mortgagee may determine. In dealing with the Mortgaged Property as a mortgagee in, or not in, possession, Mortgagee shall be without any liability, charge or obligation therefor to Mortgagor other than for gross negligence or willful misconduct, and shall be entitled to operate any business then being conducted or which could be conducted thereon or therewith at the expense of and for the account of Mortgagor (and all net losses, costs and expenses thereby incurred shall be advancements, and will be immediately due and payable and if not paid become part of the Debt secured hereby), to the same extent as the owner thereof could do. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done in response to any such default or pursuant to any such notice and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues and profits, Mortgagee shall be entitled to enforce every right and exercise every remedy provided for in the Note, this Mortgage or any of the Loan Documents or by law upon the occurrence of any event of default.

(c) *Advances*. Mortgagee may advance sufficient funds to cure any default. Said sums, on notice from Mortgagee, shall become immediately due and repayable to Mortgagee. In default of said payment, the amount advanced will be added to the outstanding principal balance, bearing interest at a rate per annum equal to the lesser on a daily basis of (i) the Prime Rate (as defined in the Note) plus three percent (3%) or (ii) the maximum interest rate which Mortgagor may by law pay from the date of advancement (the "Default Rate").

(d) *Legal Proceedings*. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable shall have the following rights:

(i) Mortgagee may institute proceedings for the complete or partial foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included, as additional indebtedness in the decree for sale, all reasonable expenditures and expenses paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to costs to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title, as may be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature of this clause (i) mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the Default Rate. The proceeds of any sale of the Mortgaged Property or any part thereof shall be applied to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto; and/or

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(ii) Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor and to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by this Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced; and/or

(iii) Mortgagee may enforce its rights, whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage or in any of the Loan Documents contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall deem most advisable to protect and enforce any of its rights hereunder or under the Note and the Loan Documents. Mortgagee, at its option, shall have the power of sale, if any, provided for by statute or otherwise permitted under the laws of the State of Illinois.

(e) *Effectuating Lease Assignments*. Mortgagee, at its sole option, may send notifications to any and all lessees and tenants of the Mortgaged Property that future payments under or relating to their leases and tenancies shall be made to Mortgagee; provided, however, that for so long as the Guaranty is in full force and effect, any such payments shall be made into the Agent Account (as defined in the Guaranty). Thereafter, Mortgagee shall be entitled to collect said rents and payments until Mortgagor cures all defaults hereunder, and shall apply such rents and payments collected in the manner set forth in paragraph 7 hereof.

(f) *Secured Party Remedies*. Mortgagee, at its sole option, may exercise any or all of the remedies available to a secured party under the UCC, including, but not limited to the following:

(i) Either personally or by means of a court-appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor with respect to such Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under this Mortgage or any of the Loan Documents, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee; and/or

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security

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interest granted hereunder, and in exercising any such powers of authority to pay all reasonable expenses incurred in connection therewith; and/or

(iii) Require Mortgagor to assemble the Personal Property or any portion thereof at a place designated by Mortgagee and reasonably convenient to both parties; and/or

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale; and/or

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice shall be delivered in accordance with paragraph 11 hereof.

Upon occurrence of an event of default under this Mortgage (continuing beyond the expiration of any applicable grace or cure periods hereunder), Mortgagee reserves the option, pursuant to the appropriate provisions of the UCC, to proceed with respect to the Personal Property as part of the real property which constitutes a portion of the Mortgaged Property in accordance with its rights and remedies with respect to such real property, in which event the default provisions of the UCC shall not apply. If Mortgagee shall elect to proceed with respect to the Personal Property separately from the real property, ten (10) days' notice of the sale of the Personal Property shall be deemed to be reasonable notice.

(g) *Retention of Possession*. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any Mortgagor's property, or of the Mortgaged Property or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now and hereafter granted, bargained, sold, mortgaged, warranted, conveyed, pledged and/or assigned to or held by Mortgagee under this Mortgage.

(h) *Remedies Not Exclusive*. The cumulative rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be construed to be exclusive nor an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. In addition to any remedies provided herein for default hereof, Mortgagee shall have all other remedies allowed under the laws of the State of Illinois, and the laws of the United States. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any default shall be construed to prejudice its rights in the event of any other or subsequent default. No delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of such default. Mortgagee may enforce any one or more remedies or rights hereunder in such order and manner as it may determine, successively or concurrently at its option. By accepting payment or partial payment of any sum secured hereby after its due date, Mortgagee shall not make an accommodation or thereby waive the agreement herein contained that time is of the essence, nor shall Mortgagee waive either any of its remedies or options or its right to require prompt payment when due of all sums secured or to consider failure so to pay a default hereunder. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to other provisions herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee. During the period of any forbearance or extension as set

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forth in paragraph 21 hereof, Payee shall forbear from exercising the rights and remedies set forth in the Loan Documents with respect to any event of default which is the subject of such extension or forbearance.

23. Late Payment Charge. If any portion of the Debt is not paid within twelve (12) days after the date on which it is due, Mortgagor shall pay to Mortgagee upon demand an amount equal to three percent (3%) of such unpaid portion of the Debt as a late payment charge, and such amount shall be secured by this Mortgage; provided, however, that with respect to the first three (3) such failures during the term of the Note but not more frequently than once during any twelve (12) month period, no such late payment charge shall be due or payable unless such portion of the Debt is not paid within fifteen (15) days after the date on which it is due. Notwithstanding the foregoing, in the event that Mortgagee shall (a) execute for Guarantor's benefit a written extension of the due date for any unpaid portion of a Required Payment or an Operating Expense Payment which would otherwise be due under the Guaranty, or (b) agree in writing that Mortgagee shall forbear from making demand on Guarantor for any unpaid portion of a Required Payment or Operating Expense Payment which would otherwise, if demanded, be due from Guarantor under the Guaranty, the dates specified above from which late payment charges shall accrue shall be deemed extended on a day-for-day basis for the number of days of the extension or forbearance granted to Guarantor; provided, however, that in the event the written extension or forbearance does not contain a date for expiration of such extension or forbearance, then the date specified above from which late payment charges shall accrue shall be extended until three (3) Business Days after Mortgagee provides a written notice to Mortgagor and Guarantor terminating any such extension or forbearance.

24. Appointment of Receiver. If an event of default under this Mortgage occurs, has continued beyond the expiration of all applicable grace or cure periods hereunder and is continuing, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Mortgaged Property or the interest of the Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases including the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of a foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits. The court having jurisdiction may authorize the receiver to apply the net income in his hands to payment in whole or in part to (i) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or such decree, provided such application is made prior to foreclosure sale and (ii) subject to paragraph 46 hereof, to the deficiency in case of a sale and deficiency. Said receiver shall continue as such and exercise all such powers until the date of sale of the Premises, unless such receivership is sooner terminated. Mortgagee hereunder or any holder of the Note may be appointed as such receiver.

25. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligation to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage by reason of (i) failure of Mortgagee to comply with any request of Mortgagor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt, or (iii) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the

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