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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is made as of January 6, 1993, by and between Rafael Brunwasser, Jeff Marton and Shabtay Cohen, (Brunwasser, Marton and Cohen are referred to as the "Mortgagor"), and Marilyn A. Anderson, Robert Rehg, Renee Rehg and Rochelle Rehg (Anderson, Robert, Renee and Rochelle are referred to as the "Mortgagee").

RECITALS:

Mortgagor has concurrently executed and delivered to Mortgagee a Mortgage Note dated this day in the original principal sum of Two Hundred Seventy-Six Thousand Nine Hundred Seventy-Three and no/100 Dollars (\$276,973.00), made payable to the Mortgagee (the "Note") in and by which the Mortgagor promises to pay the principal sum stated in the Note together with unpaid interest on or before January 5, 1998, with interest payable on the principal sum at the rate and on the dates as are made and provided in the Note; all of the principal and interest being payable at such place as the holders of the Note may, from time to time, in writing appoint.

This Mortgage secures the following obligations (the "Mortgagor's Obligations"): (1) the payment of the principal of and interest on the Note; (2) the payment of any and all other indebtedness and liabilities, now or at any time in the future owing or to become due from Mortgagor to Mortgagee, whether under this Mortgage or otherwise, however evidenced, created or incurred, whether direct, indirect, primary, secondary, fixed or contingent, including future advances, the aggregate of which shall not exceed 150% of the original principal amount of the Note; and (3) the performance and observance of all terms, conditions and provisions of this Mortgage, the Note, and any other agreement or instrument concurrently or subsequently executed by Mortgagor and delivered to Mortgagee.

This instrument was prepared by
and should be mailed to:

Address: 8141-45 Monticello
Avenue
Skokie, Illinois

93010458

Evon Olson
Much Shelist Freed
Denenberg & Ament, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601-1095

COOK COUNTY, ILLINOIS
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1982.

CLERK OF THE COURT

CLERK OF THE COURT

CLERK OF THE COURT

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Grant of Mortgage

Mortgagor GRANTS, REMISES, RELEASES, ASSIGNS and CONVEYS to the Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest in the real estate described on Exhibit A (which real estate, together with the other property described in this Mortgage, is referred to as the "premises" or the "mortgaged premises");

Other Assets

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances relating to the premises, and all rents, issues and profits from the premises for so long and during all such times as Mortgagor may be entitled to them (which are pledged primarily and on a parity with the premises and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or subsequently located in or on the premises and all fixtures, apparatus, equipment or articles now or subsequently located in or on the premises used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises, it being understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. To the fullest extent permitted by law, all of the land, estate and property described above, whether affixed or annexed or not (except where otherwise specified above) and all rights conveyed and mortgaged are intended so to be as a unit and are understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged by this Mortgage.

Grant of Security Interest

As to any of the above items which are not part of the real estate, this Mortgage is deemed to be a Security Agreement for the purpose of creating a security interest in such items, whether now existing or subsequently acquired, which security interest Mortgagor grants for the purpose of securing the payment and performance of obligations under this Mortgage.

The Mortgagee and its successors and assigns SHALL HAVE AND HOLD the premises forever for the purposes and uses set forth in this Mortgage.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

Covenants, Warranties and Representations

1. Mortgagor covenants and represents to Mortgagee as follows:

(a) Mortgagor promptly will pay, or cause to be paid, when due, Mortgagor's liabilities under the Note and this Mortgage and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations.

(b) Mortgagor now has and shall maintain the standing, right, power and lawful authority to own the mortgaged premises, and Mortgagor has the right, power and lawful authority to carry on the business of and operate the mortgaged premises, to enter into, execute and deliver this Mortgage, the Note and the other agreements to Mortgagee, to encumber the mortgaged premises to Mortgagee and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage and the Note.

(c) The execution, delivery and performance by Mortgagor of and under this Mortgage and the Note does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the mortgaged premises is or subsequently shall become a party or by which Mortgagor or any of the mortgaged premises is or shall become bound, or any law or regulatory provision now or subsequently affecting Mortgagor or any of the mortgaged premises.

(d) The various data and information relating to the mortgaged premises delivered and to be delivered by or for Mortgagor and beneficiary of Mortgagor to Mortgagee are and shall be correct, complete and accurate in all respects. As of this date, the premises have not been damaged by fire or other casualty.

(e) Mortgagor or the beneficiary of Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which are required by law to be filed with respect to the mortgaged premises. All taxes and other sums which are

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shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor or beneficiary shall maintain adequate reserves in amount to fully pay all such liabilities which subsequently may accrue.

(f) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the mortgaged premises, the collectibility of the Note, the lien of this Mortgage, the ability of Mortgagor or the beneficiary of Mortgagor to repay the Note or the financial condition of the mortgaged premises.

(g) Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Obligations, this Mortgage, the Note or any other agreements.

(h) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the mortgaged premises, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances except (i) the lien of this Mortgage, (ii) existing leases to tenants in possession of portions of the premises, and (iii) such other encumbrances or title exceptions which Mortgagee specifically approves in writing ("Permitted Exceptions").

Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

2. Mortgagor shall not change the use or character of the mortgaged premises, shall not abandon the premises and shall:

(a) promptly repair, restore or rebuild any buildings or improvements now or subsequently located on the premises which may become damaged or be destroyed, except as otherwise provided in Paragraph 7;

(b) keep the premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien of this Mortgage;

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

Clerk of Cook County

Notary Public

Notary Public

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(c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien of this Mortgage, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee;

(d) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises;

(e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use of the premises;

(f) make no material alterations in the premises except as required by law or municipal ordinance;

(g) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent;

(h) initiate or acquiesce in no zoning reclassification, annexation, subdivision, dedication, vacation relating to all or any part of the premises, without Mortgagee's written consent, which consent shall not unreasonably be withheld; and

(i) pay each item of indebtedness secured by this Mortgage when due according to the terms of this Mortgage or of the Note.

Payment of Taxes

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien against the premises (collectively, the "Impositions") when due, and shall, upon written request, furnish to Mortgagee duplicate receipts for such Impositions. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax so contested and the sale or forfeiture of the premises or any part of the premises or any interest in the premises, to satisfy the same; (2) that Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties or costs, notified Mortgagee in writing of the intention of Mortgagor to contest the same, and (3) that Mortgagor shall have deposited with Mortgagee a sum of money which (when added to funds, if any, then on deposit for such taxes) shall be sufficient in the judgment of the Mortgagee to pay in full such contested taxes and all penalties and interest that might become due on such taxes, and

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1. The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

2. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

3. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

4. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

5. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

6. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

7. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

8. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

9. I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court and the files of the Clerk of the Court.

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shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of the Mortgagee, such increase is advisable. In case the Mortgagor shall fail to prosecute such objections with reasonable diligence or shall fail to maintain sufficient funds on deposit as provided, the Mortgagee may at its option apply the money so deposited in payment of or on account of such taxes, or that part then unpaid, together with all penalties and interest. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes, together with all penalties and interest, the Mortgagor shall upon demand either (a) deposit with the Mortgagee a sum which when added to the funds then on deposit shall be sufficient to make such payment in full, or (b) in case the Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore the deposit to a sufficient amount. The Mortgagee shall, upon the final disposition of such contest apply the money so deposited in full payment of such taxes and assessments or that part then unpaid, together with all penalties and interest (provided the Mortgagor is not then in Default) when so requested in writing by the Mortgagor and furnished with sufficient funds to make such payment in full with an official bill for such taxes.

Tax Escrows

4. Upon the written request of Mortgagee, the Mortgagor shall deposit with Mortgagee on the first day of each month amounts sufficient in the opinion of Mortgagee to create and maintain an adequate reserve fund from which to pay all Impositions involving the mortgaged premises and all insurance premiums for the insurance policies specified in paragraph 6 as they become due. Upon the occurrence of an Event of Default in Mortgagor's Obligations, the Mortgagee may, but shall not be obligated to, make such payments and all sums so paid shall bear interest at the "default rate" defined below and shall be fully secured by this Mortgage. Provided Mortgagor is not in default under this Mortgage, and promptly delivers copies of insurance policies and evidence of payment of premiums pursuant to Paragraph 6 herein, Mortgagor shall not be required to establish an escrow for insurance premiums.

Such amounts shall be held by Mortgagee without liability for the payment of interest and may be commingled with other assets of the Mortgagee. If the Mortgagee retains such reserve funds, then Mortgagor shall deliver to the Mortgagee all bills for such Impositions received by Mortgagor and the Mortgagee, upon receipt of the bills, shall pay from such fund all Impositions as they become due. The Mortgagee shall not be required to determine the accuracy of any bill or the validity of any such Impositions. To the extent such fund is insufficient, Mortgagor shall pay before any penalty or interest accrues all such Impositions and deliver to Mortgagee at least ten days prior to the due dates of such Impositions and twenty days prior to the due date of such insurance premiums receipts evidencing such payments. Nothing contained in

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1. The first part of the document is a header section containing the following information:

- Name of the entity
- Address
- City
- State
- Zip

2. The second part of the document is a body section containing the following information:

- Section 1: Description of the property
- Section 2: Description of the property
- Section 3: Description of the property
- Section 4: Description of the property
- Section 5: Description of the property
- Section 6: Description of the property
- Section 7: Description of the property
- Section 8: Description of the property
- Section 9: Description of the property
- Section 10: Description of the property

3. The third part of the document is a footer section containing the following information:

- Date
- Signature
- Title

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this Mortgage shall prevent Mortgagor, so long as there has been no Event of Default (as defined below) under the Mortgagor's Obligations from contesting the amount of any such Impositions, provided Mortgagor deposits with Mortgagee an amount which, in the sole discretion of Lender, is sufficient to pay the entire amount of such contested Impositions plus any and all penalties or interest which may be added.

Mortgagee's Interest in and Use of Deposits

5. In the event of a default under any of Mortgagor's Obligations, the Mortgagee may, at its option, without being required to do so, apply any moneys at the time on deposit with Mortgagee as any one or more of the same may be applicable, on any of Mortgagor's Obligations, in such order and manner as the Mortgagee may elect, and, to the extent such funds are insufficient, the Mortgagee may at its sole discretion advance funds to pay any of Mortgagor's Obligations, including tax and insurance payments, and the amounts so advanced shall be due and payable immediately upon notice and shall bear interest at the rate provided in the Note as the rate applicable after maturity or default. When the indebtedness secured by this Mortgage has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are pledged as additional security for the performance of Mortgagor's Obligations and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default, shall have requested Mortgagee in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited, accompanied by the bills for such taxes and assessments, in ample time before the scheduled due date for payment.

Insurance

6. Mortgagor shall keep all buildings and improvements now or subsequently situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils, loss of rents, and such other hazards as may reasonably be required by Mortgagee in amounts equal to the fair market value of the premises. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage in an amount not less than \$2,000,000.00. All policies of insurance to be furnished under this Mortgage (the "Policies") shall be in forms and companies satisfactory to Mortgagee, with standard mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, containing a standard waiver of subrogation clause, including a provision requiring that the coverage evidenced by such Policies shall not be terminated or materially modified without at least ten (10) days prior written

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IN SENATE
JANUARY 11, 1906

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1895

ALBANY, N. Y.:
J. B. WOODWARD, STATE PRINTER,
1906

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ALBANY, N. Y.:
J. B. WOODWARD, STATE PRINTER,
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notice to the Mortgagee. Mortgagor shall deliver all Policies, including additional and renewal Policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

7. In case of loss, the Mortgagee is authorized either (a) to settle and adjust any claim under such insurance Policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (a) 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 the Mortgage, (b) such damage or destruction does not result in cancellation or termination of such lease, and (c) the insurers do not deny liability as to the insureds, such proceeds, after deducting any expenses incurred in their collection, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the premises.

If such insurance proceeds, together with any other sums of Mortgagor, are equal to or in excess of the amount outstanding under the Note, at Mortgagor's option, Mortgagor may elect to pay Mortgagee in full under the Note, and Mortgagor shall be released from any obligation to restore, rebuild or replace the premises.

In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured by this Mortgage, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the premises. 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. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured by this Mortgage, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all

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times the undisbursed balance of such 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.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such Policies, if not applied in rebuilding or restoring the buildings 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 foreclosure of this Mortgage and the entry of a judgment of foreclosure, the rights and powers of the Mortgagee shall continue in the Mortgagee as Mortgagee or judgment creditor until confirmation of sale. Upon confirmation of sale, Mortgagee shall be empowered to assign all Policies to the purchaser at the sale.

Protective Advancements

8. If Mortgagor shall neglect or refuse to keep the premises in good repair, to maintain and to pay the premiums for insurance which may be required, or to pay and discharge all Impositions, so as to protect and preserve the security intended by this Mortgage, all as provided for under the terms of this Mortgage, or to pay all liens and encumbrances when due, whether such liens or encumbrances are permitted by Mortgagee or not, or if Mortgagor shall permit any lien or encumbrance on the premises to be in default, Mortgagee may, at its option, cause such repairs or replacements to be made, obtain such insurance or pay Impositions and pay such liens and encumbrances and cure such defaults and any amounts paid as a result, together with interest at the default rate, from the date of payment, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the indebtedness evidenced by the Note and secured by this Mortgage, and the same may be collected in any suit upon the Note, or Mortgagee, by payment of any tax, assessment or charge may, at its discretion, be subrogated to the rights of the governmental subdivision levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default or impair any rights or remedy of Mortgagee, and the exercise by Mortgagee of the right to make advances shall be optional with Mortgagee and not obligatory and Mortgagee shall not in any case be liable to Mortgagor for a failure to exercise any such right.

All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act (collectively "Protective Advances"), shall have

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IN SENATE
January 11, 1900

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
ON JANUARY 10, 1899

ALBANY, N. Y.:
JAMES BRONKHORST, STATE PRINTER,
1899.

ALBANY, N. Y.:
JAMES BRONKHORST, STATE PRINTER,
1899.

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the benefit of all applicable provisions of the Illinois Mortgage Foreclosure Act, including:

(a) all advances by Mortgagee in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged premises; (ii) preserve the lien of this Mortgage or its priority; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Illinois Mortgage Foreclosure Act;

(b) payments by Mortgagee of: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged premises; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Illinois Mortgage Foreclosure Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d)(2) and 15-1510 of the Illinois Mortgage Foreclosure Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Illinois Mortgage Foreclosure Act;

(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

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(g) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Illinois Mortgage Foreclosure Act; and

(h) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the mortgaged premises constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner; (ii) if any interest in the mortgaged real estate is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged premises imposed by Subsection (c)(1) of Section 15-1704 of the Illinois Mortgage Foreclosure Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments required or deemed by Mortgagee to be for the benefit of the mortgaged premises or required to be made by the owner of the mortgaged premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the mortgaged premises; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged premises is a member in any way affecting the mortgaged premises; and (vii) if the loan secured by this Mortgage is a construction loan, costs incurred by Mortgagee for completion of demolition and construction as may be authorized by the applicable commitment or loan agreement.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Illinois Mortgage Foreclosure Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Illinois Mortgage Foreclosure Act, apply to and be included in:

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IN SENATE
JANUARY 10, 1906

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE

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Volume 116
1905-1906

Page 116

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(a) determination of the amount of indebtedness secured by this Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) if right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d) (2) and (e) of Section 15-1603 of the Illinois Mortgage Foreclosure Act;

(d) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Illinois Mortgage Foreclosure Act;

(e) application of income in the hands of any receiver or Mortgagee in possession; and

(f) computation of any deficiency judgment pursuant to Subsections (b) (2) and (e) of Sections 15-1508 and Section 15-1511 of the Illinois Mortgage Foreclosure Act.

Restriction on Transfers and Encumbrances

9. Mortgagor shall keep the mortgaged premises free and clear of all liens, claims and encumbrances except for Permitted Exceptions described in paragraph 1(h) ("Encumbrances"), and Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge of such indebtedness. To prevent default, Mortgagor or the beneficiary of Mortgagor may indemnify Mortgagee, by a means determined solely by and reasonably acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

Mortgagor shall not, at any time or times after this date, pledge, hypothecate or otherwise encumber all or any portion of the premises or Mortgagor's interest in the premises, nor shall the beneficiary of Mortgagor pledge, hypothecate or otherwise encumber all or any portion of its beneficial interest in Mortgagor, and neither Mortgagor nor Mortgagor's beneficiary shall lease any

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furniture, fixtures or equipment in connection with the use of the premises. Mortgagor may lease of a portion or all of the premises, and it shall not be deemed to be a violation of this Paragraph 9, provided (a) such lease term is not longer than five (5) years, and (b) the lease contains no options to purchase or extend the term of the lease. Without the prior written consent of Mortgagee, which consent may be withheld with or without cause, Mortgagor shall not sell or otherwise transfer or assign all or any portion of the premises or Mortgagor's interest in the premises, nor shall the beneficiary of Mortgagor sell or otherwise transfer all or any portion of its or their beneficial interest in the Mortgagor. If the beneficiary is a partnership or a corporation, there shall be no transfer or assignment of fifty percent (50%) or more of the partnership interests or the voting stock ownership, whichever is applicable, without the prior written consent of Mortgagee. In addition, if the beneficiary is a limited partnership, there shall be no transfer, assignment, withdrawal or admission of any general partner of the beneficiary without the prior written consent of Mortgagee. This Paragraph 9 shall not be deemed to prevent the Mortgagor from prepaying in full, at any time, the outstanding balance upon sale without Mortgagee's consent and without penalty.

Mortgagor covenants that no lien of any mechanics or materialmen has attached, or will validly attach to the premises or any part of them; that Mortgagor will pay all sums that if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation; that Mortgagor will not use the premises for any purpose that violates any federal or state law, governmental regulation or local ordinance; and that Mortgagor will not grant any other lien or security interest on any part of the mortgaged premises without full disclosure to and prior written consent by Mortgagee.

Prepayment Privilege

10. The Mortgagor shall not have the privilege of making prepayments on the principal of the Note except as expressly provided in the Note. Upon occurrence of an Event of Default and following acceleration by Mortgagee of the maturity of Mortgagor's liabilities as provided in this Mortgage, a tender of payment by Mortgagor, the beneficiary of Mortgagor, or any other party, or a payment received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Note, or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any, contained in the Note. If there is no prepayment privilege, then any such payment, to the

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extent permitted by law, will include a premium for such prepayment equal to 5% of the then principal balance.

Effect of Extensions of Time

11. If the payment of all or any part of the indebtedness is extended or varied or if any part of the security is released, all persons now or at any later time liable for the indebtedness, or interested in the premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

Effect of Changes in Laws Regarding Taxation

12. In the event of the enactment after this date of any law imposing a tax upon the issuance of the Note or deducting from the value of land for the purpose of taxation any lien on the land, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required in this Mortgage to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee for such taxes and assessments; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured by this Mortgage to be and become due and payable sixty (60) days from the giving of such notice. In no event shall Mortgagor's liability pursuant to this Paragraph 12 exceed \$5,000.00 during the term of this Mortgage.

Expenses of Mortgagee

13. Mortgagor indemnifies Mortgagee and agrees to save it harmless from any and all loss, damage or expense, including attorneys' fees, resulting from or arising out of the execution and delivery of the Mortgage and the same is made a part of the indebtedness secured by this Mortgage. All sums paid by Mortgagee, including attorneys' fees, to cure default by Mortgagor, for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage in any action or proceeding to which Mortgagee is made a party by reason of this Mortgage or the Note, or in which it becomes necessary to defend or uphold the lien of

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

Clerk of the Court

[Signature]

[Signature]

[Signature]

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11/15/2023 10:10 AM

this Mortgage, shall be paid by Mortgagee, together with interest from the date of payment at the default rate, and any such sums and interest shall be immediately due and payable and secured by this Mortgage, having the benefit of the lien created as a part of this Mortgage and with its priority, all without relief from valuation or appraisal laws.

Default

14. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(a) Failure of Mortgagor or the beneficiary of Mortgagor to pay within five (5) days, when due, any amounts becoming due and payable under the Note or this Mortgage.

(b) Failure of Mortgagor, within thirty (30) days after notice and demand, promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Mortgagor's Obligations, unless such performance by its nature, requires more than thirty (30) days to complete, in which case, Mortgagor shall have begun such performance within such thirty (30) days and constantly is pursuing such performance with due diligence.

(c) A petition in bankruptcy is filed by or against Mortgagor, or any beneficiary or beneficiaries of Mortgagor, or a custodian, receiver or trustee for any of the mortgaged premises or any of its or their property is appointed and, if appointed without its or their consent, is not discharged within thirty (30) days, or if it makes or they make an assignment for the benefit of creditors, or if it is or they are adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the mortgaged premises and is not discharged within thirty (30) days.

(d) Mortgagor's beneficiary or any guarantor shall transfer a substantial portion (as determined by Mortgagee in its discretion) of his, her or its assets to any other person, or entity, without replacement with other assets of equal value acceptable to Mortgagee or without Mortgagee's prior written consent.

(e) Default, including foreclosure and/or sale of collateral, under any other obligation secured by all or part of the premises, whether or not such obligation has been consented to by Mortgagee prior to such default.

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INVESTIGATION OF THE DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
WASHINGTON, D. C. 20535

MEMORANDUM FOR THE ATTORNEY GENERAL
SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

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Remedies Upon Default

15. Upon the occurrence of an Event of Default, Mortgagee, after notice and demand insofar as required under this Mortgage, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:

(a) Declare all of Mortgagor's liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's liabilities shall bear interest, from the date of such default, at the highest rate provided in the Note).

(b) With process of law, enter upon and take immediate possession of the mortgaged premises, expel and remove any persons, goods or chattels occupying or upon the same, receive all rents, and issue receipts for such rents, manage, control and operate the mortgaged premises as fully as Mortgagor might do if in possession of the mortgaged premises, including without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part of the mortgaged premises, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the mortgaged premises, apply the remaining net income, if any, to Mortgagor's Obligations or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor and the beneficiary of Mortgagor each agree to surrender possession of the mortgaged premises to Mortgagee immediately upon the occurrence of an Event of Default. If Mortgagor or the beneficiary of Mortgagor shall remain in physical possession of the mortgaged premises, or any part of the mortgaged premises, after any such default, such possession shall be as a tenant of Mortgagee, and Mortgagor and the beneficiary agree to pay to Mortgagee or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the mortgaged premises, or the part of the mortgaged premises so occupied by the Mortgagor or the beneficiary, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor or the beneficiary (as the case may be) may be dispossessed

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by the usual summary proceedings. In the event Mortgagor or the beneficiary of Mortgagor shall so remain in possession of all, or any part of, the mortgaged premises, the reasonable monthly rental shall be in amounts established by Mortgagee in its reasonable discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

(c) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect the indebtedness secured by this Mortgage. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, with notice and without requiring bond (bond being waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the mortgaged premises or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the mortgaged premises. Such receiver shall have the power to collect the rents during the pendency of such suit until confirmation of a sale. In case of a sale pursuant to foreclosure, the premises may be sold as one parcel or, if appropriate, may be divided and sold as separate parcels.

(d) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State in which the mortgaged premises is located (including all rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a mortgagee and/or secured party upon a default by a Mortgagor and/or debtor.

The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any Event of Default or to exercise any other option granted to Mortgagee in any one or more instances, or the acceptance by Mortgagee of partial payments, shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed by Mortgagee, may be rescinded at the option of Mortgagee by written acknowledgment to that effect, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration or maturity, nor extend or affect the grace period, if any.

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Foreclosure; Expense of Litigation

16. When any indebtedness secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien for such indebtedness. In any suit to foreclose the lien or enforce any other remedy of the Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises and all prepayment premiums or similar charges, if any, provided in the Note. All expenditures and expenses and prepayment premiums of the nature mentioned in this paragraph, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest at the post maturity rate and shall be secured by this Mortgage.

Application of Proceeds of Foreclosure Sale

17. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute secured indebtedness additional to that evidenced by the Note, with interest as provided; third, all principal and interest remaining unpaid on the Note; fourth, any excess to Mortgagor, its successors or assigns, as their rights may appear.

Appointment of Mortgagee In Possession or Receiver

18. In accordance with Section 15-1701 of the Illinois Mortgage Foreclosure Act, upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint Mortgagee as mortgagee in possession or may appoint a receiver of the premises pursuant to Section

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15-1702 of the Illinois Mortgage Foreclosure Act. Such appointment may be made without regard to the solvency or insolvency at the time of application of the person or persons, if any, liable for the payment of the indebtedness secured by this Mortgage and without regard to the then value of the Premises or whether the same shall then be occupied as a homestead or not. Such receiver or mortgagee in possession shall have all powers and duties as provided in Sections 15-1701 and 15-1703 of the Illinois Mortgage Foreclosure Act, the mortgagee in possession or the receiver shall have the power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during such period. The court from time to time may authorize the receiver or mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured by this Mortgage, or in payment of any Imposition or other lien which may or may not become superior to the lien of this Mortgage or superior to an order foreclosing this Mortgage, providing such application is made prior to the foreclosure sale. In case of a judicial sale, the premises, or so much of the premises as may then be affected by this Mortgage, may be sold in one or more parcels.

Assignment of Rents and Leases

19. To further secure Mortgagor's Obligations, Mortgagor sells, assigns and transfers to the Mortgagee all the rents, issues and profits now due and which may become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part of the premises, which may exist or which may be entered after this date or which may be made or agreed to by the Mortgagee under the powers granted in this Mortgage, it being the intention to establish an absolute transfer and assignment of all of such leases and agreements, and all the proceeds of such leases and agreements, to the Mortgagee, and Mortgagor appoints irrevocably the Mortgagee its true and lawful attorney in its name and place (with or without taking possession of the premises) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and to collect all of the proceeds, rents, issues and profits arising from or accruing at any time after this date, and all now due or that may become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

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The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. If any lease provides for the abatement of rent during repair of the premises demised by reason of fire or other casualty, the Mortgagor shall furnish to the Mortgagee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagor agrees that it has not and will not assign any of the rents or profits of the premises, except to a purchaser or grantee of the premises.

Nothing contained in this Mortgage shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 15(b). In the exercise of the powers granted under this Mortgage to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require. All future leases must be acceptable to Mortgagor in form and in substance. Further, no lease shall be modified, amended or terminated, nor shall Mortgagee allow any tenant under such lease to assign such lease or sublet any part of the leased premises, without Mortgagee's prior written consent.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything contained in this Mortgage to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist under this Mortgage.

Application of Income Received by Mortgagee

20. The Mortgagee in the exercise of the rights and powers conferred upon it by paragraph 15(b) shall have full power to use and apply the proceeds, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

- (a) to the payment of the operating expenses of the property, including cost of management and leasing (which shall include reasonable compensation to the Mortgagee

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and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance authorized above;

(b) to the payment of taxes and special assessments now due or which may subsequently become due on the premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves, and of placing such property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any Mortgagor's Obligations or any deficiency which may result from any foreclosure sale.

Mortgagee's Right of Inspection

21. Mortgagee shall have the right to inspect the premises at all reasonable times and access to the premises with prior notice.

Condemnation

22. Mortgagor assigns and transfers to Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. If the holders of any other mortgage liens then of record agree to use such proceeds to repair and restore the premises, then Mortgagee shall agree to apply the proceeds for restoration and repair purposes. If such award proceeds, together with any other sums of Mortgagor, are equal to or in excess of the amount outstanding under the Note, at Mortgagor's option, Mortgagor may elect to pay Mortgagee in full under the Note, and Mortgagor shall be released from any obligation to restore, rebuild or replace the premises. Otherwise, the Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured by this Mortgage, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If 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

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois

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Notary Public in and for the State of Illinois

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if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized under this paragraph to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 7 for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of Mortgagor's Obligations or be paid to any other party entitled to such surplus. In the event that the proceeds of any such award are paid to Mortgagee but are not sufficient to pay in full the indebtedness secured by this Mortgage, such payment shall be deemed to be a partial prepayment of principal on the Note and Mortgagee shall release from the lien of this Mortgage so much real estate as is provided in the Note in the event of a partial prepayment by Mortgagor.

Environmental Compliance

23. Mortgagor warrants that as of the date of this Mortgage, Mortgagor states to Mortgagee's knowledge there has been no use of the premises that would give rise to liability under any laws, statutes, ordinances, rules or regulations of any governmental authority having jurisdiction as to environmental matters. Mortgagor, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction concerning environmental matters, including, but not limited to, any discharge into the air, waterways, sewers, soil or ground water of any substance or "pollutant". In the event Mortgagee acquires information which gives Mortgagee reasonable belief that there is a violation of the of this Paragraph, Mortgagee and its agents and representatives shall (i) have access to the premises for the purpose of ascertaining the nature of the activities being conducted on the premises and to determine the type, kind and quantity of all products, materials and substances brought on to or made at the premises. Mortgagor and all occupants of the premises claiming under Mortgagor shall provide to the Mortgagee copies of all manifests, schedules, correspondence and other documents, or otherwise required to be maintained by an agency or as such are received from any agency with jurisdiction over the environmental status of the premises ("Agency"), and (ii) have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the premises including, but not limited to, samples of products, materials or substances brought onto or made or produced on the premises by the

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Mortgagor or an occupant claiming under Mortgagor or otherwise present on the premises, all at Mortgagor's cost. Alternatively, at Mortgagee's option, all samples may be provided by Mortgagor, at Mortgagor's cost. The Mortgagor shall indemnify, defend and hold harmless the Mortgagee and its successors from any environmental matters. This undertaking shall survive the repayment of the indebtedness secured by this Mortgage.

Release upon Payment and Discharge of Mortgagor's Obligations

24. If Mortgagor shall fully pay all principal and interest on the Note, and all other Mortgagor's Obligations and comply with all of the other terms and provisions to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all Mortgagor's Obligations.

Giving Notice

25. Any notice which either party may desire or be required to give to the other party shall be in writing and shall be delivered personally by messenger or overnight courier services, sent by facsimile transmission or be mailed by certified mail, addressed as follows:

To the Mortgagor: Best Bet Automotive
c/o Rafael Brunwasser
8141 Monticello Avenue
Skokie, Illinois

With copy to: Alan Ray
Ray & Fleischer
100 North LaSalle Street
Suite 1710
Chicago, Illinois 60602

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INVESTIGATION OF THE DEPARTMENT OF JUSTICE
UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C. 20530

MEMORANDUM FOR THE ATTORNEY GENERAL
SUBJECT: [Illegible]

DATE: [Illegible]

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To the Mortgagee: Marilyn Anderson
RFD 1
Box 186
Sandhill Road
Hampton, Connecticut 06247

With copy to: Howard M. Cohen
Much Shelist Freed Denenberg
& Ament, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601

or at such other place as either party may by notice in writing designate as a place for service of notice. Any notice delivered personally by messenger or overnight courier shall be deemed received when delivered. Any notice by facsimile transmission or by registered or certified mail shall be deemed received the day after such transmission or mailing.

Waiver of Claims and Defenses

26. Notwithstanding anything contained in this Mortgage, Mortgagee shall not be obligated to perform or discharge, and does not undertake to perform or discharge, any obligation, duty or liability of Mortgagor under this Mortgage or any other loan documents and Mortgagor shall and does agree to defend, indemnify and save the Mortgagee harmless from any and all liabilities, losses or damages which Mortgagee may incur or pay under or with respect to any of the collateral secured by this Mortgage or under or by reason of its exercise of rights under this Mortgage; and any and all claims and demands which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the loan documents or relating to the collateral secured by this Mortgage. Mortgagee shall not have responsibility for the control, care, management or repair of the premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the premises resulting in loss, injury or death or any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers granted to it under this Mortgage and Mortgagor expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage under any of the leases or by reason of any provision of this Mortgage, or in the defense of any claim or demands, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the full amount of such claim, including costs, expenses and attorneys' fees, all of which shall be additional advances by the Mortgagee secured by the lien of this Mortgage.

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Waiver of Right of Redemption

27. Mortgagor represents that the mortgaged premises are neither agricultural or residential real estate as defined in Sections 15-1201 or 15-1219 of the Illinois Mortgage Foreclosure Act and waives any and all rights of redemption pursuant to Section 15-1601 of the Illinois Mortgage Foreclosure Act. If this Mortgage is executed by a corporate mortgagor, the beneficiary of such corporate mortgagor has directed the Mortgagor to waive such rights of redemption. In addition, Mortgagor waives all rights of homestead exemption in or relating to such premises.

Time of the Essence

28. Time is of the essence in all Mortgagor's obligations under this Mortgage.

Non-Waiver of Default

29. No failure by Mortgagee in the exercise of any of its rights under this Mortgage shall preclude Mortgagee from the exercise of such right in the event of subsequent default by Mortgagor, and no delay by Mortgagee in the exercise of its rights under this Mortgage shall preclude Mortgagee from the exercise so long as Mortgagor is in default. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

Modification of Indebtedness and Release of Collateral

30. Mortgagee at his option may extend the time for the payment of the indebtedness or reduce the payments or accept a renewal note or notes or release all or part of the premises without the consent of any junior lienholders or the Mortgagor if Mortgagor has then parted with title to the premises and no sale of the premises or forbearance on the part of the Mortgagee or its assigns, or extension of the time for the payment of the debt secured or reduction in payments, or acceptance of renewals or release of all or part of the premises shall affect the priority of this Mortgage or the security of it or shall operate to release, modify, change or affect the original liability of the Mortgagor or a subsequent mortgagor, surety or guarantor, either in whole or in part, nor shall the full force and effect of the security of this Mortgage be altered.

Post Maturity Rate

31. "Post maturity rate" or "default rate" as used in this Mortgage shall mean such rate as defined in the Note, but if not so defined in the Note, then the terms shall mean interest at a rate which is three percent (3%) per year in excess of the rate payable prior to maturity.

Filing and Recording Fees

32. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

Business Purpose

33. Mortgagor or the beneficiaries of Mortgagor has been advised by its counsel that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured by this Mortgage comes within the purview of such paragraph.

Binding on Successors and Assigns

34. This Mortgage shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage shall include the named Mortgagor and any subsequent owner or owners of the equity of redemption of the premises. The word "Mortgagee" shall include the successors and assigns of the named Mortgagee, and the holder or holders, from time to time of the Note.

Applicable Law

35. This Mortgage is executed under and shall be construed in accordance with the laws of the State of Illinois. The parties shall have the benefit of all provisions of the Illinois Mortgage Foreclosure Act, including all amendments which may become effective after this date. In the event of the repeal of any provision of such Act which is specifically described in this Mortgage, the Mortgagee shall have the benefit of such provision as most recently existed prior to such repeal as though the same were incorporated by reference into this Mortgage.

All Covenants to Run With Land

36. All the covenants contained in this Mortgage shall run with the land.

Captions

37. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions of this Mortgage.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Recorder of Deeds for Cook County, Illinois

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Separability

38. Each of the provisions of this Mortgage shall be separable and distinct, several provisions such that the unenforceability, voidability or illegality of any provision shall not render the rest of this Mortgage null and void, but the remaining provisions will remain in full force and effect.



Rafael Brunwasser



Jeff Marton



Shabtay Cohen

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THE STATE OF ILLINOIS
COUNTY OF COOK

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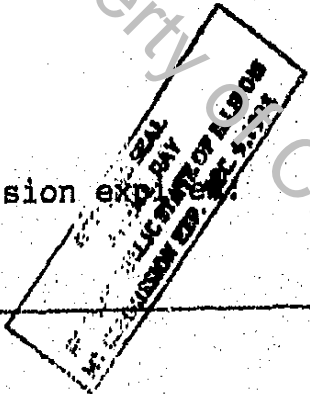
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Allen I. Pa., a Notary Public in and for the County and State named above, DO CERTIFY that Rafael Brunwasser, Jeff Marton and Shabtay Cohen who are personally known to me to be the same persons whose names are subscribed to the above instrument respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal this 6 day of January, 1993.

Allen I. Pa.
Notary Public

My Commission exp. _____

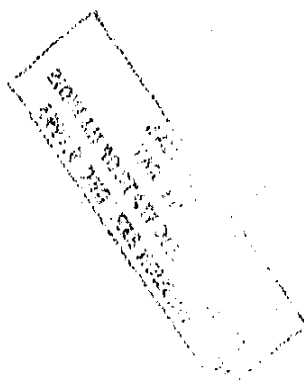


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EXHIBIT A

LEGAL DESCRIPTION

All of Lots 4, 5, 6 and 7 in Block 8 in Wittbold's Third "L" Extension Subdivision in the Southwest 1/4 of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 8141 Monticello Ave., Skokie, Illinois

Permanent Index Number: 10-23-325-047

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

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PERMITTED EXCEPTIONS

1. 20 foot building line as shown on the plat of said subdivision.
2. Restrictions contained in Plat recorded February 4, 1925, as Document 8763096 relating to construction, location, height, character and use of buildings erected on the land.
3. Real estate taxes not yet due and payable.

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