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SECOND MORTGAGE

THIS INDENTURE, made this 27th day of April, 1993 by and between Cole Taylor Bank, as Trustee under a Trust Agreement dated August 1, 1989 and known as Trust No. 89-4155, herein referred to as "Mortgagor," and LaSalle Bank Lake View, with offices at 3201 N. Ashland Avenue, Chicago, Illinois 60657, herein referred to as "Mortgagee" witnesseth:

THAT WHEREAS Mortgagor is justly indebted to Mortgagee upon a Revolving Credit Note in the principal sum of Six Hundred Fifty Thousand and no/100 dollars ($650,000.00) of even date herewith made payable to the order of and delivered to Mortgagee, in and by which note Mortgagor promises to pay the said principal sum and interest at the rate provided in said Note, with the entire balance due on the 31st day of March, 1994 and all of said principal and interest being payable at 3201 N. Ashland Avenue, Chicago, Illinois 60657, or at such place as the holders of the Note may from time to time in writing appoint herein referred to as "Liabilities."

NOW, THEREFORE, Mortgagor, to secure the payment of said Liabilities in accordance with the terms, provisions, and limitations of this Mortgage, the Loan and Security Agreement (and the Ancillary Agreements and Security Documents referred to therein, hereinafter collectively the "Loan Agreement") and the Note secured hereby and the performance of the covenants and agreements contained herein, and in the Loan Agreement by Mortgagor to be performed and also in consideration of the sum of ten and no/100 dollars ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents Mortgage, warrant, and convey unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title, and interest therein, more particularly described in Exhibit A attached hereto (the "Premises");

Together with Mortgagor's interest as lessor in and to all leases of the said Premises, or any part thereof, heretofore or hereafter made and entered into by Mortgagor during the life of this Mortgage or any extension or renewal hereof;

Together with all improvements, buildings, and structures now or at any time hereafter erected or situated on the real property, and all tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation; and all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures, used or usable in the operation of the Premises,

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all of which for the purposes of this Mortgage shall be deemed to be real estate and conveyed and mortgaged hereby;

Together with all awards made to the present and all subsequent owners of the Premises by any governmental or other lawful authority for taking by eminent domain of the whole or any part of the Premises or improvements thereon, the temporary use thereof or any easement thereon or thereunder, including any awards for any changes of grade of streets, which said awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive the proceeds of any such awards from said authorities and to give proper receipts and acquittances therefor;

Together with all right, title, and interest of Mortgagor, now owned or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title, and interest of Mortgagor, now owned or hereafter acquired, in, to, and under the street, sidewalks, and alleys adjoining the Premises;

TO HAVE AND TO HOLD the same unto Mortgagee, together with all estates, titles, claims, and demands whatsoever of Mortgagor in and to said Premises or any part thereof; and Mortgagor does hereby covenant, warrant, and agree that it is lawfully seized and possessed of said real estate in fee simple absolute and has good and lawful right and authority to sell, convey, and mortgage same; that said real estate is free from all liens, claims, charges, and encumbrances whatsoever, except as set forth herein; and that Mortgagor will warrant and defend the title to said real property against the lawful claims and demands of all persons whomsoever.

It is agreed by the parties hereto that this instrument shall be null and void on the condition that Mortgagor shall keep and perform all covenants, conditions, and terms of this Mortgage and pay or cause to be paid to Mortgagee the above-described Liabilities with interest thereon in full according to the terms and conditions thereof and shall keep and perform all covenants, conditions, and terms contained in said Note and Loan Agreement.

Mortgagor further covenants, warrants, and agrees with Mortgagee as follows:

1. Mortgagor will promptly pay the above-described Note according to the tenor and effect thereof and as provided in said Note, and will also pay any other note or notes which hereafter may be given in renewal or extension thereof and any and all other sums secured hereby at the time therein and herein designated. This Mortgage shall be and remain security for the payment of all such Note. Privilege is reserved to make prepayments on said Note only as set forth in said Note. Mortgagor agrees to pay a late charge not to exceed four percent (4.0%) of each and every installment

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which becomes overdue for a period in excess of ten (10) days for each and every month such installment shall so be in default to help defray expenses incurred in handling said delinquent payments.

2. Mortgagor shall: (a) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the Premises which are damaged or destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for liens not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, 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 process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances, rules, regulations, or restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations, repairs, additions, or improvements in or on said Premises, except as required by law or municipal ordinance, without the written consent of Mortgagee; (g) not suffer or permit a change in the general nature of the occupancy of the Premises without Mortgagee's written consent; (h) not initiate or acquiesce in a zoning reclassification without Mortgagee's written consent; (i) allow Mortgagee to inspect the Premises at any reasonable time and permit access thereto for that purpose.

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 against the Premises when due and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full, under protest in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may be reasonably required by Mortgagee, including without limitation of the generality of the foregoing, flood insurance whenever in the opinion of Mortgagee such protection is necessary, in forms, companies, and amounts satisfactory to Mortgagee, and with mortgagee loss payable endorsements attached to all policies in favor of and on forms satisfactory to Mortgagee, and shall deliver all policies to Mortgagee. If requested to do so by Mortgagee, Mortgagor at its expense will furnish Mortgagee with an appraisal of the full insurable value of the Premises, made by fire insurance appraisers satisfactory to Mortgagee and fire insurance companies generally. Mortgagor shall also carry public liability insurance protecting Mortgagor (and any tenant or other user of the Premises) against

liability for injuries to persons and property occurring in, on, or adjacent to the Premises, in forms, companies, and amounts satisfactory to Mortgagee with the policy or policies evidencing such insurance to contain a thirty (30) day notice of cancellation clause in favor of Mortgagee. Such liability policy or policies or certificates thereof shall be delivered to Mortgagee. Mortgagor shall, until the Liabilities secured hereby is paid in full, furnish Mortgagee at least ten (10) days prior to the date each coverage required herein would otherwise expire, with evidence of the renewal or continuation of such coverage in the form of premium receipts or renewal policies or certificates. In the event the Premises or any part thereof are at any time leased and the lease or leases have been assigned to Mortgagee as additional security for the payment of the Liabilities secured by this Mortgage, Mortgagor shall, upon the request of Mortgagee, provide rent interruption insurance payable to Mortgagee in an amount equal to the annual rental payable under such assigned lease or leases plus the lessee's or lessees' approximate annual liability for taxes and insurance as provided in the lease or leases.

5. In the event of any damage to or destruction of the Premises covered by any policy or policies of insurance required to be carried by Mortgagor, Mortgagee may in its discretion (and is hereby authorized to) either settle and adjust any claim under such insurance policy or policies without the consent of Mortgagor, or allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, the proceeds shall be paid to Mortgagee; and Mortgagee is authorized to collect and to give receipt therefor. If (a) Mortgagor or any lessee is obligated to rebuild and restore 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 (b) such damage or destruction does not result in the cancellation or termination of any such lease; and (c) the insurers do not deny liability with respect to the loss, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor or the lessee (whichever is obligated under the terms of the lease to accomplish the rebuilding and restoration) for the cost of rebuilding and restoring the buildings and improvements on the Premises. In all other cases such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the Liabilities secured hereby, whether or not then due and payable, or be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding and restoration of buildings and improvements on the Premises. In applying insurance proceeds on account of any Liabilities secured hereby, Mortgagee shall be entitled to collect out of such proceeds a premium on the amount prepaid at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date Mortgagor could so elect) to prepay the Liabilities in accordance

with the terms of the Note secured hereby. Following any damage to or destruction of the buildings or improvements on the Premises (and regardless of the cause thereof, the availability of insurance proceeds or the manner of use of those proceeds by Mortgagee), until all Liabilities secured hereby shall be fully paid, Mortgagor shall be obligated to repair, restore, and rebuild any buildings or improvements so damaged or destroyed. Repair and restoration of the buildings and improvements shall be commenced promptly after the occurrence of the loss and shall be diligently prosecuted to completion; and the buildings and improvements shall be so restored and rebuilt as to be of at least equal value and substantially the same character as prior to such damage and destruction; and in the event the estimated costs of rebuilding and restoration exceed twenty-five percent (25.0%) of the Liabilities then remaining unpaid as secured by this Mortgage, the drawings and specifications pertaining to such rebuilding and restoration shall be subject to the prior written approval of Mortgagee. In the event that Mortgagor or any lessee is entitled to reimbursement out of the insurance proceeds, such proceeds shall be made available from time to time upon the furnishing to Mortgagee of satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements, and other evidences of cost and of payment as Mortgagee may reasonably require and approve. No payment made by Mortgagee prior to the final completion of the work shall, together with all payments theretofore made, exceed ninety percent (90.0%) of the value of the work performed to the time of payment; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

Should a loss occur after foreclosure or sale proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoration of the buildings or improvements, shall be used to pay the amount due in accordance with any judgment of foreclosure or deficiency judgment that may be entered in connection with 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 otherwise as any court having jurisdiction may direct. Following any foreclosure sale or other sale of the Premises by Mortgagee pursuant to the terms hereof, Mortgagee is authorized without the consent of Mortgagor to assign its interest in any and all insurance policies to the purchaser at the sale and to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

6. If by the laws of the United States of America or of any state having jurisdiction of Mortgagor or of the Premises or of the transaction evidenced by the Note and this Mortgage, any tax or

fee is due or becomes due in respect of the issuance of the Note hereby secured or the making, recording, and registration of this Mortgage, Mortgagor covenants and agrees to pay such tax or fee in the manner required by such law, and to hold harmless and indemnify Mortgagee, its successors, and assigns against any liability incurred by reason of the imposition of any such tax or fee.

7. At such time as Mortgagor is not in default under the terms of this Mortgage or of the Note secured hereby, Mortgagor shall have the privilege of making prepayments on the principal of the said Note (in addition to the required payments) to the extent permitted by and upon the terms and conditions set forth in the Note.

8. If the payment of the Liabilities secured hereby or of any part thereof shall be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said Premises shall be held to assent to such extension, variation, or release; and their liability and the lien and all provisions hereof shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee notwithstanding such variation or release.

9. In the event of the enactment after the date hereof of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the Liabilities secured hereby or the holder thereof, then and in any such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee it might be unlawful to require Mortgagor to make such payment, or the making of such payment might be construed as imposing a rate of interest beyond the maximum permitted by law, then and in such event Mortgagee may elect by notice in writing given to Mortgagor to declare all of the Liabilities secured hereby to be and become due and payable sixty (60) days after the giving of such notice.

10. In case of any default herein by Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor, in any form and manner deemed expedient; and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof; or redeem from any tax sale or forfeiture affecting said

Premises; or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other money advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional Liabilities secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate set forth in the Note secured hereby from the date of expenditure or advance until paid. No inaction on the part of Mortgagee shall be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. In making any payment hereby authorized relating to taxes or assessments or for the purchase, discharge, compromise, or settlement of any prior lien, Mortgagee may make such payment according to any bill, statement, or estimate secured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof or without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. If (a) default be made in the due and punctual payment of any Note secured hereby or any installment thereof in accordance with its terms, either of principal or interest; (b) Mortgagor or any guarantor of the Note secured hereby shall file a petition in voluntary bankruptcy under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within twenty (20) days as hereinafter provided; or (c) Mortgagor or any guarantor of the Note secured hereby shall transfer or assign all or a major portion of its assets, or shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor or for all or a major portion of its property in any involuntary proceeding, or any court shall have taken jurisdiction of the property of Mortgagor or of the major part thereof in an involuntary proceeding for the reorganization, dissolution, liquidation, or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within twenty (20) days after commencement or occurrence; or (d) Mortgagor or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants or agreements or conditions herein contained, required to be kept or performed or observed by Mortgagor; or (f) any representation or warranty made herein by Mortgagor shall prove to be untrue or inaccurate in material respect; then in each and every

such case the whole of said principal sum hereby secured shall at once at the option of Mortgagee become immediately due and payable together with accrued interest thereon.

Mortgagor, in case of such default or failure to act or perform as set out herein, does hereby authorize and fully empower Mortgagee immediately to commence suit for the collection of the Liabilities secured hereby, or any part thereof, or for the foreclosure of this Mortgage, or to obtain any other proper remedy deemed desirable by Mortgagee or any combination of the aforesaid remedies. Mortgagor agrees to pay all costs, charges, and expenses reasonably incurred by Mortgagee because of the failure of Mortgagor to perform its duties and obligations under the Mortgage, the Loan Agreement or the Note secured hereby, or any of them, including attorney's fees, appraiser's fees, and title expenses and any and all expenses of foreclosure deemed reasonably necessary by Mortgagee to prosecute the foreclosure action and successfully obtain good and merchantable title to the Premises. At any time after default, either before or after the commencement of an action in foreclosure, the holder of this Mortgage shall be entitled to its appointment as Mortgagee in Possession or to the appointment of a receiver for the Premises as a matter of right and without notice, with power to collect the rents, issues, and profits of said Premises due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the Liabilities secured by this Mortgage, without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Liabilities. Mortgagor, for itself and any subsequent owner, hereby waives any and all defenses to the application for the appointment of Mortgagee in Possession or a receiver as above, and hereby specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy, or privilege it may now have under the law to be appointed Mortgagee in Possession or to have a receiver appointed. Whenever there is a default, regardless of whether Mortgagee elects to foreclose this Mortgage, Mortgagee may collect all rents which may become due on the above property, deducting therefrom any necessary operating expenses plus ten percent (10.0%) of the gross rentals collected as compensation for making the collections, and apply the remainder on the balance due on the Note secured hereby.

13. Mortgagee in the exercise of the rights and power hereinabove conferred upon it shall have the full power to use and apply the avails, rents, issues, and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the expenses of operating said property, including cost of management and leasing thereof

(which shall include reasonable compensation to Mortgagee and its agent or agents if management is 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 as herein above authorized;

(b) to the payment of taxes and special assessments now due or which may hereinafter become due on said Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said Premises and of placing said property in such condition as will in the judgment of Mortgagee make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

14. Mortgagee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. Mortgagor hereby assigns, transfers, and sets over to Mortgagee the entire proceeds of any award or claim for damage for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Liabilities secured hereby, whether or not then due and payable, 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 restoring and rebuilding all buildings and improvements on said Premises in accordance with plans and specifications to be submitted to and approved by Mortgagee. If Mortgagor or any lessee is obligated to restore and 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 if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor or the lessee (whichever is obligated under the terms of the lease to accomplish the rebuilding and restoration) for the cost of rebuilding and restoring the buildings and improvements on said Premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagee holds the proceeds to reimburse Mortgagor or any lessee for the cost of rebuilding and restoring the Premises, then the proceeds of the award will be paid out in the same manner as provided in Section 5 hereof for the payment of insurance proceeds in reimbursement of the cost of rebuilding and restoration. If the amount of such award is insufficient to cover the cost of rebuilding and 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 said award after payment of such cost of rebuilding and restoration shall, at the option of Mortgagee, be applied on account of the Liabilities secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the Liabilities secured hereby, Mortgagee shall be entitled to collect out of the proceeds of the award a premium on the amount prepaid at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date Mortgagor could so elect) to prepay the Liabilities in accordance with the terms of the Note secured hereby.

16. Upon payment in full of the Liabilities and the performance by Mortgagor of all of the obligations imposed on Mortgagor herein and in the Note secured hereby these presents shall be null and void, and Mortgagee shall release this Mortgage and the lien hereof by proper instrument executed in recordable form.

17. Any notice which either party hereto may desire or be required to give to the other shall be deemed to be an adequate and sufficient notice if given in writing, and service is made by the mailing of such notice by registered or certified mail, addressed to Mortgagor at its address given on the first page hereof, or to Mortgagee at 3201 N. Ashland Avenue, Chicago, Illinois 60657, or to such other place as either party hereto may by notice in writing to the other party designate as a place for service of notice.

18. In case Mortgagee is made a party to any suit or proceedings at law or in equity by reason of its interest in the Premises as evidenced by this Mortgage, Mortgagor promises to pay to Mortgagee all reasonable costs, charges, and attorney's fees incurred by Mortgagee in the preparation and trial of such suit or proceedings. Mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and Mortgagor promises to pay all reasonable costs, charges, and attorney's fees so incurred. All sums expended or incurred by Mortgagee pursuant to this paragraph shall be secured hereby as so much additional indebtedness owing by Mortgagor to Mortgagee.

19. Notwithstanding anything contained herein or in the Note secured hereby to the contrary, no provision contained herein and no provision contained in the said Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs, or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sum in excess of such maximum.

20. Mortgagor warrants that all federal, state, and other tax returns of Mortgagor required by law to be filed have been duly filed; and all federal, state, and other taxes, assessments, and

governmental charges upon Mortgagor which, to the knowledge of Mortgagor are due and payable, have been paid.

21. Mortgagor will furnish, during the life of this Mortgage, to Mortgagee within ninety (90) days after the close of each fiscal year a detailed and analytical audit covering the full and complete operation of Mortgagor's business, including a balance sheet, statement of income and expenses, cash flow analysis, tax returns and a statement of surplus accounts as at the close of the preceding fiscal year and will cause the guarantors of the Liabilities secured hereby to concurrently furnish their most recent income tax returns and personal financial statements. This audit report will be prepared at the option of Mortgagee by a certified public accountant of recognized standing who has previously been approved by Mortgagee, and said audit report will be accompanied by an unqualified opinion of said certified public accountant. In addition to the items named above, Mortgagor agrees to supply Mortgagee with such additional information and records as may be from time to time required by Mortgagee.

22. Mortgagor (or its beneficiaries) will not file, or cause or permit to be filed, any bankruptcy or insolvency or reorganization proceedings, or apply for or consent to the appointment of a receiver or trustee for itself or the property (except when requested by Mortgagee) or permit any such appointment to be made, or make any assignment for the benefit of its creditors, or suffer any order to be entered adjudicating it to be bankrupt or insolvent, or appoint a receiver or trustee for it or for the property or any part thereof.

23. Mortgagor will, at Mortgagor's expense, at any time upon request by Mortgagee, execute and deliver all further assurances of title and all pertinent additional papers, information, records, and instruments as may be required by Mortgagee to effectually carry out the intentions of the parties hereto.

24. Mortgagor, in order better to secure the payment of the aforesaid Note and the Liabilities evidenced thereby, does hereby sell, assign, transfer, and set over unto Mortgagee, its successors and assigns, all its right, title, and interest in and to all leases of the Premises or any part thereof heretofore made and entered into, and in and to all such leases hereafter made and entered into during the life of this Mortgage, including all extensions and renewals thereof and all rents, profits, and income arising from any part of the Premises and any such leases, with the full right, but without the obligation on the part of Mortgagee, to collect said rents and income. Mortgagor covenants that said leases and rents have not been previously assigned in any manner whatsoever, that they are subject to no liens of any kind, and that all existing leases are in full force and effect.

25. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to declare the Liabilities secured hereby to be immediately due and payable, either before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, or in any case where Mortgagee has a right to commence proceedings for the sale of the Premises independent of any foreclosure proceedings; then Mortgagor shall forthwith upon demand of Mortgagee surrender to Mortgagee the possession of the Premises, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, as for condition broken; and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto; and may exclude Mortgagor, its agents or assigns wholly therefrom; and may as attorney-in-fact or agent of Mortgagor or in its own name as Mortgagee and under the powers herein granted operate, manage, or control the Premises either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the income, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer, and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights and privileges herein granted at any and all times hereafter, without notice to Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien thereof (unless this Mortgage has specifically been made subordinate to such lease or sublease) or unless Mortgagee has agreed in writing not to disturb said lease; to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as may seem judicious; to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation, and management thereof; and to receive all of such income, rents, issues, and profits.

26. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any lease; and Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless of and from all liability, loss, or damage which it might incur under said leases or under or by reason of the assignment therefor, and of and from any and all claims or demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said leases. Should Mortgagee

incur any such liability, loss, or damage under any of said leases, or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby; and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

27. Subject to the provisions of any court order or judgment providing otherwise, 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; second, all other items which under the terms hereon constitute Liabilities additional to that evidenced by the Note secured hereby, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Liabilities secured hereby; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

28. Mortgagor agrees that all costs, charges, and expenses, including attorney's fees incurred by Mortgagee arising out of or in connection with any action, proceeding, or hearing, legal or quasi legal, or the preparation therefor, in any way affecting or pertaining to the Mortgage, the Liabilities secured hereby, or the Premises, shall be promptly paid by Mortgagee. If funds for same are advanced by Mortgagee, all such sums so advanced shall be added to the Liabilities secured hereby and shall bear interest at the default rate set forth in the Note secured hereby, and shall be due and payable on demand.

29. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good or available to the party interposing same in an action at law upon the Note hereby secured.

30. Mortgagor hereby waives any and all rights of redemption under any judgment of foreclosure on behalf of Mortgagor, and each and every person acquiring any interest in, or title to, the Premises described herein subsequent to the date of the Mortgage, and on behalf of all other persons to the extent permitted by law.

31. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming by, under, or through Mortgagor; and the word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor and all parties liable for the payment of the Liabilities or any part thereof, whether or not such parties shall have executed the Note secured hereby or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

32. Time is of the essence of this contract, and no waiver of any obligation or option hereunder shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

33. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois.

34. Mortgagor shall furnish to Mortgagee within thirty (30) days of each anniversary hereof a current rent roll of the Premises with such detail as Mortgagee may reasonably require and shall also furnish Mortgagee with copies of all leases of the Premises and amendments thereto upon execution hereof and thereafter when requested by Mortgagor but not less often then annually.

35. Hazardous Substances.

(a) The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Mortgagor represents and warrants to Mortgagee that: (a) During the period of Mortgagor's ownership of the Premises, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Premises; (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Premises or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Premises shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Premises and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Mortgagor authorizes Mortgagee and its agents to enter upon the Premises

ENVIRONMENTAL EXCULPATION-MORTGAGE

Cole Taylor Bank, as Trustee under the aforestated Trust Agreement has to the best of its knowledge, no independent knowledge, except the following:

(a) None

(b) See Attached

*Strike one

and has conducted and will conduct no investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings or warranties, made, granted, extended or asserted, whether expressly made or implied by any document to which this exculpation and the Trustee's signature, is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the benefit of, the grantee herein. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

This document is executed by the Trustee not personally, but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction, and all indemnifications, representations, covenants, undertakings and warranties made herein are those of the beneficiaries of said Trust, and are not those of the Trustee.

It is expressly understood and agreed that nothing herein or in said Note secured hereby shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest or penalty that may accrue thereof, or any indebtedness accruing thereunder, or to perform any covenants either expressed or implied herein or in the Note secured hereby. All such liability, if any, is hereby expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, or under the Note secured hereby. That by acceptance of this Mortgage, or the Note secured hereby, the Mortgagee and legal holders of the Note secured hereby, and the owner or owners of any indebtedness accruing thereunder, and all of their respective successors and assigns, agree to look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the mortgagee herein, or by the party for whose benefit it is executed, shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

IN WITNESS WHEREOF, COLE TAYLOR BANK, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 20 day of May, 1993.

COLE TAYLOR BANK, as Trustee aforesaid and not personally,

by: [signature]
Its Vice President

Attest:

[signature]
~~Its Assistant Secretary~~
LAND TRUST ADMINISTRATOR

93430646

to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the Premises with this section of the Mortgage. Any inspections or tests made by Mortgagor shall be for Mortgagor's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Premises for hazardous waste. Mortgagor hereby (a) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this Section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, or release occurring prior to Mortgagor's ownership or interest in the Premises, whether or not the same was or should have been known to Mortgagor. The provisions of this Section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Liabilities and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Premises, whether by foreclosure or otherwise.

(b) Mortgagor covenants and agrees with Mortgagee that Mortgagor shall promptly notify Mortgagee as soon as Mortgagor knows or suspects that a toxic or hazardous substance has been released on the Premises.

36. It shall be an event of default hereunder and the Liabilities hereby secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of Mortgagee, any one or more of the following (herein called "Unpermitted Transfers") shall occur:

(a) If Mortgagor shall create, effect, consent to, or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by new Collateral subject to the first and prior lien of Mortgagee of at least equal value and utility;

(b) If Mortgagor is a trustee, then if any beneficiary of Mortgagor shall create, effect, or consent to, or shall

suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or any portion of such beneficiary's beneficial interest in Mortgagor;

(c) If Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee Mortgagor, then if any shareholder of such corporation shall create, effect, or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of any such shareholder's shares in such corporation; provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, then this subsection 37(c) shall be inapplicable;

(d) If Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee Mortgagor is a partnership or joint venture, then if any partner or joint venturer in such partnership or joint venture shall create, effect, or consent to or suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law, or otherwise; provided that the foregoing provisions of this Section 37 shall not apply to (i) liens securing the Liabilities hereby secured, (ii) the lien of current taxes and assessments not in default, (iii) any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interest, as the case may be, in Mortgagor or any beneficiary of a trustee Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, or personal representative; and (iv) to the extent prohibited by law. The provisions of this Section 37 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, beneficial interest in, shares of stock of, or partnership or joint venture interest in, Mortgagor or any beneficiary of a trustee Mortgagor.

37. Within thirty (30) days of the third year anniversary and each succeeding third year anniversary of this Mortgage, if any part of the Liabilities secured hereby shall then remain unpaid, Mortgagor shall furnish to Mortgagee a current appraisal of the Premises in form satisfactory to Mortgagee by an appraiser

satisfactory to Mortgagee. If Mortgagor shall fail to furnish such appraisal, Mortgagee may obtain such appraisal and the cost thereof shall be additional Liabilities secured hereby and payable on demand.

38. This document is made by Mortgagor, as Trustee and accepted upon the express understanding that Mortgagor, enters into the same not personally, but as Trustee, and that no personal liability is assumed by or shall be asserted or enforced against Mortgagor because of or on account of the making or executing of this document or of anything herein contained, all such liability, if any, being expressly waived, nor shall Mortgagor be held personally liable upon or in consequence of any of the covenants of this document, either express or implied, but nothing herein contained shall be deemed to waive or limit the personal liability of any other person.

IN WITNESS WHEREOF, Mortgagor has executed these presents as of the day and year first above written.

Cole Taylor Bank as Trustee under a Trust Agreement dated August 1, 1989 and known as Trust No. 89-4155

By: Neale A. Bergeistrog, Sr. VP

Attest: Kathleen Bruce

LAND TRUST ADMINISTRATOR

This instrument was prepared by and after recording should be returned to:

Michael L. Weissman
McBride Baker & Coles
40th Floor
500 West Madison Street
Chicago, Illinois 60661

93360646

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein and [illegible] of this Trustee while in form purporting to be the warranties, indemnities, representations, [illegible] nevertheless each and every one of them, [illegible] representations, covenants, undertakings and agreements by the [illegible] purpose of binding said Trustee personally but are made and intended for the purpose of binding said trust property specifically described herein, and this instrument is executed [illegible] the powers conferred upon it as said Trustee [illegible] personal liability is assumed by or shall at any time be asserted or enforced against said Trustee [illegible] on account of this instrument or on any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd day of ~~April~~, 1993, by Neale Gripnetrog (name), Sr. Vice President (title) and Kathleen Dunne (name), Trust Administrator (title) of Cole Taylor Bank, on behalf of said Bank, for the uses and purposes therein set forth.

OFFICIAL SEAL
NANCY A KEPPEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 21,1995

Notary Public

My Commission Expires: 8-21-95

93330646

EXHIBIT A

Legal Description

LOTS 13 AND 14 IN FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT 1 OF PART OF LOT 5 IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 25, 1964 AS DOCUMENT NO. 2173750 IN COOK COUNTY, ILLINOIS.

P.I.N. NO. 12-10-103-005-0000
P.I.N. NO. 12-10-103-006-0000