



THIS MORTGAGE made this 4TH day of MAY 1994 by CITRON L.L.C., an ILLINOIS CORPORATION limited liability company (herein called "Mortgagor"), to THE FIRST NATIONAL BANK OF CHICAGO (the "Mortgagee"), a national banking association, organized and existing under the laws of the United States of America, having its principal office at One First National Plaza, Chicago, Illinois 60670.

WITNESSETH:

WHEREAS, the Mortgagor is indebted to Mortgagee in the principal sum of SIX HUNDRED SIXTY-TWO THOUSAND Dollars (\$662,000.00) or so much thereof as may be disbursed and outstanding from time to time pursuant to a Loan Agreement between Mortgagor and Mortgagee of even date herewith (as amended or modified from time to time, herein called the "Loan Agreement") plus interest in the amount as provided in and evidenced by the Loan Agreement and a promissory note of even date herewith for said amount and payable in accordance with the terms thereof executed by Mortgagor and payable to the order of Mortgagee (such promissory note, and all renewals, replacements, modifications of or substitutions for such note being hereinafter referred to as the "Note") (which indebtedness, including principal and all interest thereon as set forth in the Loan Agreement and the Note, and all other obligations of the Mortgagor under the Loan Agreement, is hereinafter called the "Indebtedness").

NOW, THEREFORE, to secure (a) the payment of the indebtedness, (b) the repayment of any advances or expenses of any kind incurred by Mortgagee pursuant to the provisions of or on account of the Note, the Loan Agreement or this Mortgage, (c) the repayment of future advances, if any, disbursed by Mortgagee to Mortgagor in accordance with the terms of the Mortgage or in excess of the principal of the Indebtedness, all of the foregoing not to exceed the principal amount of \$1,324,000.00, and (d) the performance and observance of all of the terms, covenants, provisions and agreements of this Mortgage, the Note, the Loan Agreement and any and all other documents executed or delivered by the Mortgagor in connection therewith (collectively, the "Loan Documents"), the parties agree as follows:

ARTICLE I
GRANT

1.01 The Mortgagor hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages and confirms unto the Mortgagee, and grants a security interest in, the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate", which with the property, estates and interests hereinafter described is referred to herein as the "Property."

Together with, all rents, issues, profits, royalties, income and other benefits derived from the Real Estate subject to the right, power and authority hereinafter given to Mortgagee to collect and apply such rents;

Together with, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Estate or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

Together with, all right, title and interest of Mortgagor in and to any greater estate in the Real Estate owned or hereafter acquired;

Together with, all interests, estate or other claims in law and in equity which Mortgagor now has or may hereafter acquire in the Real Estate;

Together with, all easements, rights-of-way and rights pertaining thereto or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

Together with, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Real Estate;

Together with, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements;

Together with, all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Real Estate or any part thereof and used or useable in connection with any present or future operation of said Real Estate (hereinafter called "Equipment") and now owned or hereafter acquired by the Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of the Mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage; provided however, that "Equipment" shall not include machinery, apparatus, equipment, fittings, fixtures, and articles of personal property used in the business of the Mortgagor whether the same are annexed to the Real Estate or not, unless the same are also used in the operation of any building located thereon. It is understood and agreed that all Equipment is appropriated to the use of the Real Estate and, whether affixed or annexed or not, shall for the purpose of this Mortgage be deemed conclusively to be

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