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MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made May 18, 1994 between ALBANY BANK AND TRUST COMPANY N.A., as Trustee under Trust Agreement dated April 28, 1994, and known as Trust Number 11-5016 (herein referred to as "Mortgagor"), and THE FIRST COMMERCIAL BANK, an Illinois banking corporation, (herein referred to as "Mortgagee"), witnesseth:

THAT WHEREAS, Mortgagor has concurrently herewith executed a Mortgage Note in the principal sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) made payable to Mortgagee (the "Note").

NOW THEREFORE, the Mortgagor to secure the payment of the Indebtedness (as defined below) in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois, to wit:

See attached Exhibit "A"

which, with the property hereinafter described, is referred to herein as the "Premises", and owned by Mortgagor.

TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the estates and real property described in Exhibit A, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all and singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

ADDRESS OF PROPERTY:

ALVIN J. HELFGOT
Laser, Pokorny, Schwartz,
Friedman & Economos, P.C.
205 N. Michigan Ave.
Suite 3800
Chicago, Illinois 60601
(312) 540-0600

3704-3716 W. Dempster
Skokie, IL

PIN: 10-14-311-051-0000

AJH 80 5/12/94

BOX 333-CT1

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TOGETHER with all rents, issues, proceeds, income, revenue and profits accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said property, securing the said Indebtedness, for the benefit of the Mortgagee; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby appoints Mortgagee its Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, on behalf of Mortgagor and its successors or assigns to adjust or compromise such claim, to collect and receive the proceeds thereof, to give proper receipts and acquittance therefor and, after deducting expenses of collection, to apply the net proceeds without penalty or premium as a credit upon any portion, as selected by Mortgagee, of the Indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness is otherwise adequately secured; and

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TOGETHER with all of Mortgagor's interest in all present and future leases, lettings and licenses of the land, improvements and personalty including, without limitation, cash or securities deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personalty, and in and to present and future remainders, rents, issues and profits thereof; and

TOGETHER with all of Mortgagor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Mortgagor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personalty made or acquired by Mortgagor after the date hereof; and all licenses, permits and other like rights or interests now or hereafter held or acquired by Mortgagor and necessary or useful for the operation of the Premises.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the Office of the County Recorder where the Premises (including said fixtures) is situated.

The property hereinabove mentioned is hereinafter referred to as the "Real Property" to the extent that the same is realty, and as the "Collateral" to the extent that the same is personalty. The Real Property and the Collateral are collectively referred to herein as the "Premises", except where Real Property and Collateral are specifically referred to.

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said

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Indebtedness herein described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

The Mortgagor covenants with the Mortgagee, that (i) the Mortgagor is the absolute owner in fee simple of the Premises and is well seized of the Premises and has a good and indefeasible estate in fee simple in the real property described in Exhibit A and has good right to bargain, sell and convey the same in manner and form as above written; (ii) the Mortgagor shall forever warrant and defend the Premises with the appurtenances thereunto belonging to the said Mortgagee, its successors and assigns, forever against all lawful claims, and demands whatsoever; (iii) the Premises is free and clear of all liens and encumbrances except only those listed in Exhibit B, attached hereto and made a part hereof by reference; (iv) that the Premises and the intended use thereof by Mortgagor comply with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, rules and regulations; and (v) the Mortgagor will execute, acknowledge and deliver all necessary assurances unto the Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereafter bound so to do.

The conditions of this Mortgage are such that whereas the Mortgagor has executed and delivered this Mortgage for the purpose of securing the performance of the covenants and agreements contained herein and in any agreement made with respect to any loan secured hereby, and to secure the payment when due, but not necessarily in the order set forth, of the following:

(a) any and all sums due or owing under the Note, the maturity of which is June 1, 2004;

(b) all sums expended or advanced by Mortgagee pursuant to any term or provision of the Note, this Mortgage or any other instrument securing the Note;

(c) all advances or disbursements of Mortgagee with respect to the Premises for the payment of taxes, levies, assessments, insurance, insurance premiums or costs incurred in the protection of the Premises; (all of such debts and obligations being collectively referred to herein as the "Indebtedness"), and as security for the payment of the Indebtedness, Mortgagor has granted to Mortgagee hereunder a lien against the Premises. In accordance with the provisions of the Note, the whole of the principal sum thereof then unpaid may be declared and become due and payable upon the occurrence of an Event of Default hereunder, or thereunder. *In no event shall the Indebtedness exceed 200% of the principal amount of the Note.*

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The Mortgagor and its successors and assigns, hereby covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. Mortgagor shall pay or cause to be paid, before any penalty, interest or costs may be imposed, all real estate taxes, assessments, levies, water charges, sewer service charges, charges for public utilities and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the term of this Mortgage may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or become a lien on, the Premises or any part thereof or any appurtenance thereto (all such taxes, assessments, levies, water and sewer rents and charges, charges for public utilities, and other governmental charges being hereinafter referred to collectively as "Taxes", and any of the same being hereinafter referred to singularly as a "Tax"). In order to more fully protect the security of this Mortgage, the Mortgagor will pay to the Mortgagee, in addition to the payments of principal and interest under the terms of the Indebtedness secured hereby, monthly until the Indebtedness is fully paid, the following sums:

(a) A sum equal to one-twelfth (1/12) of the estimated annual cost of the Taxes, as determined on a calendar year basis, which monthly payments shall be credited to an escrow account, to be pledged to, and held by the Mortgagee, to pay the Taxes. The amount of the estimated monthly payment under this section may be adjusted from time to time so that the amount deposited by Mortgagor shall approximate the total sum required annually for all of the Taxes. This adjustment shall be made on demand of Mortgagee and any deficiencies shall be paid by Mortgagor upon Mortgagee's demand. If funds in the escrow account are insufficient to pay all of the Taxes, and Mortgagor has failed, refused or neglected to pay the same as they become due, Mortgagee may, but shall have no obligation to, pay the same plus any interest or penalties due thereon. Any such amount so paid by Mortgagee shall be added to the Indebtedness forthwith with interest at the rate equal in the interest rate in cause of an Event of Default. In the event said funds are escrowed, no later than 10 days prior to the date when any installment of Taxes is due, without penalty, interest, or delinquency, the Mortgagor shall present to Mortgagee the bill for any such installment of Taxes, and Mortgagee shall immediately draw a check on the escrow account, payable to the appropriate governmental authority, for the amount of said installment (to the extent such funds exist in the escrow account), and shall deliver such check to Mortgagor.

(b) Upon receipt of said check by Mortgagor if such funds are being escrowed, Mortgagor shall pay and discharge, as the same become payable, the Taxes, including all taxes which may be assessed or levied under or by virtue of any law now or hereafter existing in the State of Illinois against the

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interest in the Premises. Mortgagor will submit to the Mortgagee evidence of the due and punctual payment of the Taxes, as the Mortgagee may require. Any deficiency in the fixed amount of any such aggregate monthly payment not paid within the applicable grace period shall constitute an Event of Default (described hereinafter) under this Mortgage. Any excess funds accumulated remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required hereunder, but if any such item shall exceed the estimate therefor, the Mortgagor shall upon demand forthwith make good the deficiency. If the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee after default, any remaining balance of the above accumulations shall, at the option of Mortgagee, be credited to the principal secured by this Mortgage as of the date such estates are acquired. Mortgagor will also pay all Taxes and assessments or charges which may be levied on the Indebtedness secured hereby or the interest therein excepting any Federal or State income tax imposed under the laws of the United States and the State of Illinois.

(c) Notwithstanding the foregoing provisions of subsection (a) above, Mortgagor shall have the right to contest in good faith any of such Taxes and assessments upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested Taxes and assessments upon determination of such contest, or prior thereto if the continuance of such contest shall put the Premises in jeopardy of tax sale or forfeiture.

2. Other than as stated in 1 above, if at any time the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then the Indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided however, said election and the right to elect shall be unavailing, if Mortgagor lawfully may pay for such assessments or tax including interest and penalties thereon to or for Mortgagee and elects to pay and does, in fact, pay when payable, for all such assessments or such Tax, as the case may be, including interest and penalties thereon.

3. Mortgagor shall keep the Premises free and clear from all mechanics liens and statutory liens of every kind other than Taxes and permitted assessments which may be a lien but not yet due and payable, and Mortgagor will not voluntarily create or permit to be created or filed against its interest in the Premises or suffer to exist, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage (other than the lien or liens

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for real estate taxes and assessments not yet due and payable) or if filed, Mortgagor will have the same discharged of record either by payment, the bonding thereof or other lawful means for discharging any such lien, within sixty (60) days after notice of filing, and further that Mortgagor will keep and maintain the same free from all claims of all persons supplying labor, materials or services which will enter into or otherwise contribute to the construction of any and all buildings now being erected or which hereafter may be erected on the Premises, notwithstanding by whom such labor or materials may have been contracted; provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon determination of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

4. (a) Mortgagor agrees that, other than entering into leases in the ordinary course of business, it shall not (i) sell, encumber (including without limitation by means of subordinate mortgage or lien upon the Premises or any part thereof or interest therein), assign, lease or dispose of the Premises or any part thereof or interest thereon, or (ii) enter into any contract or agreement to do anything prohibited by clause (i) of this subsection, expressly including without limitation any land contract, lease/purchase, lease/option or option agreement without, in each such case, first obtaining the written consent of Mortgagee, which consent shall be granted or withheld at Mortgagee's discretion. Except as permitted above, any lease not actually approved by Mortgagee, shall, at the option of Mortgagee, be null and void and shall not grant any rights in the Premises to the tenant named therein. In the event title to the Premises, or any part thereof or interest therein, become vested in a person or persons not approved by Mortgagee, the Indebtedness secured hereby shall become due and payable in full at Mortgagee's option. In the event ownership of the Premises, or any part thereof or interest therein, becomes vested in such person or persons other than the parties hereto, the Mortgagee may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this Mortgage, and the said obligations in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting any liability hereunder, or the Indebtedness hereby secured. Any lease or sublease of the Premises or any part thereof or interest therein shall provide for the attornment by the subtenant thereof and of all subtenants or estates thereunder to the owner of the Premises after foreclosure or after a deed in lieu of foreclosure in the event the sublease would otherwise have been terminated because of the foreclosure.

(b) Mortgagee hereby consents to the prior interests in the Premises set forth on Exhibit B hereto which is made a part hereof by reference.

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(c) The consent of the Mortgagee required hereunder may be refused by the Mortgagee in its reasonable discretion or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the reasonable discretion of the Mortgagee, including but not limited to the right to change the interest rate, date of maturity or payments of principal and/or interest on the Indebtedness to require payment of any amounts as additional consideration as a transfer fee or otherwise and to require assumption of the Indebtedness and this Mortgage.

5. Mortgagor covenants and represents that:

(a) Mortgagor is not now in default under any instruments or obligations relating to the Premises and no party has asserted any claim of default against Mortgagor relating to the Premises.

(b) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected, nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(c) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority and that Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Premises.

6. (a) Mortgagor shall keep the improvements on the Premises, if any, insured by a policy or policies of All Risk Replacement Cost Insurance (with Agreed Amount Endorsement) against loss or damage by, or abatement of rental income resulting from fire, flood and such other hazards, casualties and contingencies (including, but not limited to, extended coverage, vandalism and malicious mischief), in an amount satisfactory to the Mortgagee; however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, and for such length of time as shall be required by the Mortgagee, for the benefit of said Mortgagee, as its interests may appear, and shall place and keep the original policy of such insurance with said Mortgagee or, at Mortgagee's election, a copy thereof and an original certificate thereof. Mortgagor will also maintain Flood Insurance, if required, pursuant to a designation of the area in which the mortgaged Premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount satisfactory to the Mortgagee, however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss,

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as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(b) Mortgagor shall maintain for the mutual benefit of Mortgagee and Mortgagor general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or any elevators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than those then customarily carried with respect to premises similar in construction, general location, use and occupancy to the Premises, but in no event less than a single limit amount of \$1,000,000.00. All of such insurance shall be primary and non-contributing with any insurance which may be carried by Mortgagee.

(c) All such insurance policies shall be paid in accordance with the terms of the policies currently in force. In the event such coverage is provided as part of a blanket policy, then in such event the amount of the coverage specifically applicable to the Premises shall be stated on the face of the policy. All insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Mortgagee as first mortgagee without contribution, and the Mortgagor shall deliver to the Mortgagee a new policy of replacement insurance for any expiring policy, with evidence of advance premium payments, to Mortgagee at its office in Elk Grove Village, Illinois, at least thirty (30) days before the date of such expiration or at such other place or to such other party as the Mortgagee may, from time to time, designate in writing.

(d) All amounts recoverable under any policy of casualty insurance are hereby assigned to the Mortgagee and in the event of a loss, Mortgagee is authorized and empowered, at its option to adjust or compromise any loss covered by any insurance policies on the Premises, to collect and receive the proceeds from any such policy or policies and, after deducting from said proceeds any expenses incurred by it in the collection or handling thereof, to apply the net proceeds, at its option, in any one or more of the following ways:

(i) apply the same or any part thereof upon the Indebtedness, whether such Indebtedness be then matured or unmatured;

(ii) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine;

(iii) use the same or any part thereof to replace and restore the Premises to a condition satisfactory to the Mortgagee; or

(iv) release the same or any part thereof to the Mortgagor.

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The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact for the Mortgagor to assign any policy to itself or its nominees in the event of the foreclosure of this Mortgage. In the event of foreclosure of this Mortgage, or other transfer of title in lieu of foreclosure of the Premises, all right, title and interest of the Mortgagor in and to any insurance policies then in force, shall pass to the purchaser or grantee thereof.

Notwithstanding anything stated herein to the contrary, Mortgagor shall be allowed to use the insurance proceeds to restore and rebuild the Premises, provided that no Event of Default (as hereinafter defined) then exists and the loss does not occur during the last two (2) years of the term of the Note.

7. Mortgagor hereby agrees that in the event Mortgagor shall fail to comply with any or all of the respective covenants, agreements, conditions and stipulations herein set forth, then the Mortgagee shall be and hereby is authorized and empowered at its option, but without legal obligation to do so, to pay, perform the same without waiver of any other remedy, any unpaid obligation secured by any lien on the premises, water rents, sewer rental charges and other governmental charges and rates and all or any part of the unpaid taxes, levies, assessments and reassessments; to effect insurance on the Premises in the amounts above named; and, subject to the rights of tenants, to enter or have its agents enter upon the Premises whenever necessary for the purpose of inspecting the premises and curing any default hereunder. The Mortgagor agrees that the Mortgagee shall thereupon have a claim against the Mortgagor for all sums paid by Mortgagee for such water charges, sewer service charges and other governmental or municipal charges and rates, taxes, levies, assessments and re-assessments, insurance and defaults cured, together with a lien upon the Premises for the sum so paid plus interest at the Default Rate as defined in the Note.

8. Mortgagor shall not commit waste upon the Premises or suffer waste to be committed thereon. Mortgagor will keep the Premises in good order and repair and in full compliance with any law, regulation, ordinance, or contract affecting the Premises, and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed. Mortgagor shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all necessary governmental and municipal approvals as may be necessary from time to time to comply with all environmental, ecological and other requirements and with any and all conditions attached to the insurance relating to the Premises and maintenance thereof, with all work that is outside the

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usual and ordinary course of Mortgagee's business being subject to prior written approval by Mortgagee. Mortgagor shall permit Mortgagee or its agents, at all reasonable times, subject to the rights of tenants, to enter upon and inspect the Premises.

9. Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises or any easement therein or appurtenance hereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Except as provided in subsection (a) below, Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade or streets affecting said Premises, are hereby assigned to the Mortgagee and Mortgagee at its option is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts therefor. After deducting from such proceeds any expenses incurred by Mortgagee in the collection or handling thereof, Mortgagee shall apply the net proceeds as follows:

(a) Apply the same or any part thereof upon the Indebtedness whether the Indebtedness be then matured or unmatured, in such order and in such manner as the Mortgagee may elect;

(b) Use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine;

(c) Use the same or any part thereof to replace or restore the Premises to a condition satisfactory to the Mortgagee; or

(d) Release the same or any part thereof to the Mortgagor.

The Mortgagor hereby covenants and agrees to and with the Mortgagee upon request of the Mortgagee to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee, free and clear and discharged of any and all encumbrances of any kind or nature whatsoever except as above stated. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Indebtedness and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt.

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Notwithstanding anything stated herein to the contrary, Mortgagor shall be allowed to use the proceeds of any eminent domain proceeding to restore and rebuild the Premises, provided that: no Event of Default (as hereinafter defined) then exists, the proceedings do not occur during the last two (2) years of the Note, and the Premises can be rebuilt to an economically viable property of a value approximately equal to its value prior to such proceedings.

10. In the event Mortgagee elects to permit such insurance proceeds or the proceeds of an eminent domain proceeding to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the Premises, such funds will be made available for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

11. (a) In the event an action shall be instituted to foreclose this Mortgage, or prior to foreclosure but after default, Mortgagee shall be entitled to the appointment of a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, such rents and profits being hereby expressly assigned and pledged as security for the payment of the Indebtedness 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 Indebtedness and regardless of whether Mortgagee has an adequate remedy at law. The Mortgagor for itself and for any subsequent owner hereby waives any and all defenses to the application for a receiver as above provided 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 or remedy or privilege it may now have under the law to have a receiver

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appointed. The provision for the appointment of a receiver and the assignment of such rents, issues and profits is made an express condition upon which the Indebtedness hereby secured is made. In such event, the court shall at once on application of the Mortgagee or its attorney in such action, ex parte and without notice, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the Indebtedness and of any other parties in interest, with power to collect the rents and profits of said Premises during the pendency of such action, and to apply the same toward the payment of the several obligations herein mentioned and described, notwithstanding that the same or any part thereof is occupied by Mortgagor or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to and not in limitation of, those provided by law and if there be no receiver so appointed, Mortgagee itself may proceed to collect the rents, issues and profits from the Premises. From any said rents, issues and profits collected by the receiver or by the Mortgagee prior to a foreclosure sale, there shall be deducted the cost of collection thereof and the expenses of operation of the Premises, including but not limited to real estate commissions, receiver's fee and the reasonable fees of its attorney, if any, and Mortgagee's reasonable attorneys' fees, if permitted by law, and court costs; the remainder shall be applied against the Indebtedness hereby secured in such order and in such manner as Mortgagee may elect. In the event the rental and other income is not adequate to pay all tax and other expenses of operation, the Mortgagee may, but is not obligated to, advance to any receiver the amounts necessary to operate, maintain and repair, if necessary, the Premises and any such amounts so advanced, together with interest thereon at the Default Rate, shall be secured by this Mortgage and have the same priority of collection as the principal Indebtedness secured hereby.

(b) During the continuance of any Event of Default (defined hereinafter), 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 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 the Mortgagor or the then owner of the Premises relating thereto, and may under the powers herein granted:

(i) hold, operate, manage or control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems 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 rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor;

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(ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof (unless this Mortgage has specifically been made subordinate to such lease or sublease);

(iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as it may deem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof, and receive all income, rents, issues and profits.

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 the 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 thereof, 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, unless the claims or demands are the result of Mortgagee's gross negligence, the amount thereof, including costs, expenses and reasonable attorneys' fees, including attorneys' fees on appeal, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

(c) Mortgagee in the exercise of the rights and powers 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:

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(i) to the payment of the reasonable expenses of operating the Premises, 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), establishing claims for damages, if any, and premiums on insurance as hereinabove authorized;

(ii) to the payment of Taxes and special assessments now due or which may hereafter become due on the Premises;

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

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

12. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of Mortgagor herein, either in whole or in part. No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure (including sale under power of sale hereunder) following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder 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 with respect to any unremedied or uncured default. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect the grace period, if any. Mortgagee may pursue its rights without first exhausting its rights hereunder and all rights, powers and remedies conferred upon the Mortgagee herein are in addition to each and every right which the Mortgagee may have hereunder at law or equity, and may be enforced concurrently therewith.

13. If any action or proceeding be commenced, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Indebtedness or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Premises, or otherwise to

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perfect the security herein under, or in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Loan Agreement, the Indebtedness, this Mortgage, or the interest created herein, or the Premises, including, but not limited to, bankruptcy, probate and administration proceedings, foreclosure of this Mortgage or any condemnation action involving the Premises, other than actions or proceedings that result from Mortgagee's gross negligence, all sums paid by the Mortgagee, including reasonable attorneys' fees, for the expense of any litigation to prosecute and defend the rights and liens created hereby shall be paid by the Mortgagor together with interest thereon from the date of payment at the Default Rate as defined in the Note. Any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part hereof and its priority.

14. This Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in the Collateral to secure the Indebtedness. Without derogating any of the provisions of this Mortgage, Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Real Property. The proceeds of the Collateral are intended to be secured hereby; however, such intent shall never constitute an expressed or implied consent on the part of the Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness;

(c) agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Collateral or any of the Mortgagor's right, title or interest therein;

(d) agrees that if any of Mortgagor's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of Mortgagee, such transfer shall constitute an Event of Default by the Mortgagor under the terms of this Mortgage, however nothing stated herein shall preclude the right of the Mortgagor hereunder to substitute Collateral of approximately equal value in the ordinary course of operation of the Premises;

(e) agrees that upon or after the occurrence of any Event of Default hereunder or under the Note which is not remedied within any applicable grace periods contained herein, Mortgagee may, with or without notice to Mortgagor, exercise its rights to declare all Indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all

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rights and remedies granted by law and more particularly the Uniform Commercial Code, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any Premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said Collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems necessary, appropriate or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses including reasonable attorneys' fees and legal expenses, to the extent permitted by law, incurred by Mortgagee and toward payment of Mortgagor's obligations under the Note and all other Indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect. Any notice given by Mortgagee depositing such notice for mailing, postage prepaid certified or registered mail, to the Mortgagor at the address designated in the first page of this Mortgage at least twenty (20) days before the time of sale or disposition, shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage, and in the same manner as the nonjudicial foreclosure sale provided under the terms and conditions of this Mortgage; and

(g) authorizes Mortgagee to file, in the jurisdiction where this Mortgage will be given effect, financing statements covering the Collateral; and at the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more such financing statements pursuant to the Uniform Commercial Code in a form satisfactory to Mortgagee, and Mortgagor will pay the cost of filing the same in all public offices at any time and from time to time whenever Mortgagee deems filing or recording of any financing statements or of this instrument to be desirable or necessary.

15. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

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16. Mortgagor represents and warrants to the Mortgagee that:

(a) the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local law, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material;

(b) the Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of Mortgagor's knowledge, there has been no action commenced or threatened by any party at the Premises and, to the best of Mortgagor's knowledge, there has been no action commenced or threatened by any party for noncompliance which affects the Premises;

(c) Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Premises or onto any other contiguous property;

(d) the Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Mortgagor fails to conduct an environmental audit required by the Mortgagee, then the Mortgagee may at its option and at the expense of the Mortgagor, conduct such audit.

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Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

(a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals;

(b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Premises,

(c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Premises, and/or

(d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used in the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of the Premises or any part of the Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure;

(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials", includes, without limitation, any flammable explosives, radioactive material, hazardous material, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

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amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Indebtedness, any loan document, and in common law, and shall survive

- (a) the repayment of all sums due for the Indebtedness;
- (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document;
- (c) the discharge of this Mortgage; and
- (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

17. If more than one property lot, parcel, estate or interest is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots, estates, parcels or interests and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

18. In case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for reasonable attorneys' fees of the plaintiff in such proceedings, Mortgagee's fees, appraiser's fees, broker's commissions, stenographer's fees and for all moneys expended for documentary evidence and the cost of all abstracts of title, title searches and examinations, Torrens Certificates and publication costs, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all of the costs stated above; (b) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (c) all the accrued interest remaining unpaid on the Indebtedness; (d) the Indebtedness, and (e) the balance, if any, to

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Mortgagor or as directed by the court.

19. Mortgagee, in making any payment herein, and as hereby authorized in the place and stead of the Mortgagor (i) relating to taxes, assessments, water rents, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof, subject to the right to contest as otherwise provided herein; or (ii) relating to any adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or (iii) otherwise relating to any purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever in its good faith, judgment and discretion, such advance or advances shall seem necessary to protect the full security intended to be created by this instrument, and provided further that in connection with any advance, Mortgagee, in the event of apparent or thereafter adverse title, lien or encumbrance, or foreclosure, by Mortgagee or any other lien claimant, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor upon demand and shall be secured hereby.

20. Should the proceeds of the Indebtedness, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

21. Mortgagor agrees without affecting the liability of any person for payment of the Indebtedness secured hereby or affecting the lien of this Mortgage upon the Premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), that Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release as to itself and this Mortgage any part of the security described herein or any person liable for any Indebtedness secured hereby, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Indebtedness remaining unpaid hereunder upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of

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all parties having any interest in said security which interest is subject to said lien. In the event the Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any Indebtedness secured hereby, (b) grants an extension of time for any payments of the Indebtedness secured hereby, (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Note, no such act or omission shall release the Mortgagor, subsequent purchasers of the Premises or any part thereof, or sureties or guarantors of this Mortgage or of the Indebtedness, under any covenant of this Mortgage or of the Indebtedness, or preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

22. (a) To the extent permitted by law with respect to the Indebtedness secured hereby or any renewals or extensions thereof, Mortgagor waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and also moratoriums under or by virtue of the constitution and laws of the State of Illinois or any other state or of the United States, now existing or hereafter enacted.

(b) To the fullest extent permitted by law, Mortgagor hereby waives any and all rights of redemption from the foreclosure, for itself, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

23. If any provision(s) hereof are in conflict with any statute or rule of law of the State of Illinois or are otherwise unenforceable for any reason whatsoever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage. All the covenants hereof shall run with the land. Nothing herein contained nor any transaction related hereto shall be construed or shall so operate, either presently or prospectively to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the 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 sums in excess of such maximum.

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24. Mortgagor shall execute, acknowledge and deliver any and all such further acts, conveyances, documents, mortgages and assurances as the Mortgagee may reasonably require for accomplishing the purpose hereof forthwith upon the request of Mortgagee, whether in writing or otherwise. Mortgagor, within ten (10) days upon request by mail, will furnish a written statement duly acknowledged, of the amount due upon this Mortgage and the Indebtedness (both unpaid principal and accrued interest) and whether any offset or defenses exist against the Indebtedness secured hereby, and any other information which might reasonably be requested in connection with the sale of the loan by the Mortgagee to any third party or an audit of Mortgagee, and which may be relied on for such purposes.

25. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given and received (i) if delivered by messenger, when delivered; (ii) if mailed in the United States mail, certified or registered, postage prepaid, return receipt requested, on the third business day after deposit in the mail, (iii) if telexed, telegraphed, or telecopied, during normal business hours on a business day, the same business day, otherwise the following business day; or (iv) if delivered by reputable overnight courier, freight prepaid, the business day following delivery to the courier.

Notices to the Mortgagee shall be given to:

The First Commercial Bank
6945 N. Clark
Chicago, IL 60626-3298
Attn: Alan M. Share

With a copy to:

Laser, Pokorny, Schwartz,
Friedman & Economos, P.C.
205 N. Michigan Ave.
Suite 3800
Chicago, IL 60601
Attn: Marc H. Schwartz

Notices to the Mortgagor shall be given to:

Albany Bank and Trust Company, N.A.
3400 W. Lawrence
Chicago, IL 60625
Attn: Land Trust Department

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With a copy to:

Rosenthal & Schanfield
55 E. Monroe
46th Floor
Chicago, IL 60603
Attn: Marvin Cohn

or to such other address as any party may designate for itself by like notice.

26. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. All of the covenants of "Mortgagor" herein contained are joint and several. All of the covenants and agreements herein contained shall bind the parties hereto and their respective successors, permitted assigns and transferees and the benefits and advantages thereof shall also inure to their respective successors, permitted assigns and transferees.

27. Any of the following occurrences or acts shall constitute an "Event of Default" under this Mortgage: (i) Failure to pay all or any portion of the Indebtedness when due or when declared due, subject to any applicable grace or cure period; (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage, and such failure continues for thirty (30) days after notice thereof to the Mortgagor, provided however, in the event such a default cannot be cured within the thirty (30) day time period, if Mortgagor commences to cure the default within thirty (30) days and diligently pursues the cure until completion the Mortgagor shall have up to ninety (90) days to cure such default, provided that the default does not materially adversely effect the Mortgagor's ability to repay the Indebtedness; or (iii) a default shall occur under any other document, agreement or instrument evidencing or securing the Indebtedness, including, without limitation, any Event of Default as defined in the Note, subject to any applicable grace or cure period.

28. Upon the occurrence of any Event of Default as set forth in paragraph 27 above, the Indebtedness secured hereby, or any other instrument securing the Indebtedness then, in any of said events, at the option of the Mortgagee, the whole Indebtedness secured hereby shall become immediately due and payable, although the period specified for the payment thereof may not have expired, anything hereinbefore contained to the contrary notwithstanding and thereupon or at any time during the existence of such default, the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any other right or remedy herein or by law not prohibited.

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29. Upon any such Event of Default being made and after the period, if any, for curing such Event of Default has expired, the Mortgagee, its legal representatives, successors and assigns are hereby authorized and empowered to exercise any right or remedy available under this Mortgage, at law and in equity, including, but not limited to, the right, if and to the extent permitted by law, to sell or cause to be sold at public auction, independent of formal foreclosure proceedings, the Premises and to convey same by the execution and delivery to the purchaser at such sale of good and sufficient deeds of conveyance in law. In any suit to foreclose the lien hereof, and in any sale of the Premises, there shall be allowed and included as additional Indebtedness payable by Mortgagor to Mortgagee and secured hereby all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, including reasonable attorneys' fees on appeal, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs and costs (which may be estimated as to items to be expended after the entry of any decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

30. The proceeds of any foreclosure sale, or other sale of the premises in accordance with the terms hereof or as permitted by law shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings, including all items as are mentioned in any preceding or succeeding paragraph hereof; second, to the payment of all other items which under the terms hereof constitute secured indebtedness with interest thereon as herein provided; third, to the payment of all principal and accrued interest remaining unpaid on the Indebtedness, in such order and in such manner as Mortgagee may elect; fourth, any overplus to the Mortgagor, its successors or assigns, as their rights may appear.

31. It is specifically agreed that time is of the essence of this Mortgage and that the waiver of the rights or options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any right or option granted to the Mortgagee herein, or in the Indebtedness secured hereby, is not required to be given.

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31. In the event the Indebtedness and all other obligations hereby secured shall be punctually paid when due and owing, and if Mortgagor shall punctually perform all of Mortgagor's covenants and agreements herein contained, then this Mortgage shall be void and shall be released by the Mortgagee, at the cost and expense of Mortgagor; otherwise the same shall remain in full force and virtue in law.

Albany Bank and Trust Company N.A., Trustee, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay the Indebtedness or any interest that may accrue thereon, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Indebtedness secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

ALBANY BANK AND TRUST COMPANY N.A.,
not personally but solely as
trustee as aforesaid

By: *Paul J. K...*
Title: *Trust Officer*
By: *Paul J. Harcourt*
Title: *Bank Vice President*

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10/11/2011 10:11:11 AM

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BENEFICIARY JOINDER

FRIEDA BASSMAN, GERSHON BASSMAN, YICHAK GLUCK and JUDITH GLUCK, the owners of 100% of the beneficial interest of Albany Bank and Trust Company N.A., as Trustee under Trust Agreement dated April 25, 1994 and known as Trust Number 11-5016, hereby joins in the execution of this Mortgage and Security Agreement for purpose of granting a security interest in the Collateral as provided for in paragraph 14 of this Mortgage and Security Agreement

Frieda Bassman

FRIEDA BASSMAN

Gershon Bassman

GERSHON BASSMAN

Yichak Gluck

YICHAK GLUCK

Judith Gluck

JUDITH GLUCK

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STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that
ARNOLD J. KARZOV, TRUST OFFICER and
(Name) (Title)
GARY WORCESTER, SENIOR VICE PRESIDENT
(Name) (Title)

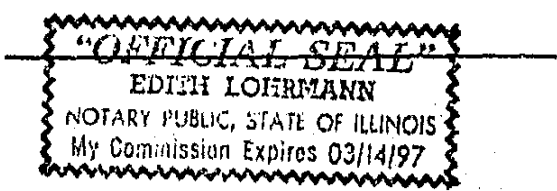
of Albany Bank and Trust Company, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respectively,
TRUST OFFICER and SENIOR VICE PRESIDENT,
(Title) (Title)

appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth;

Given under my hand and official seal, this 19th day of May, 1994.

Edith Lohrmann
Notary Public

Commission expires:



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10/11/2012

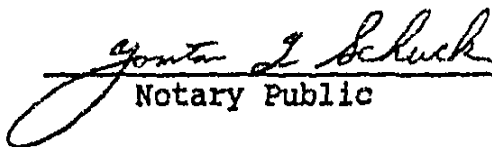
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STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Frieda Bassman and Gershon Bassman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18TH day of P.A., 1994.



Notary Public

Commission expires
YOMTOV L. SCHUCK
Notary Public, State of New York
No. 4038818
Qualified in Rockland County
Commission Expires July 08, 1997

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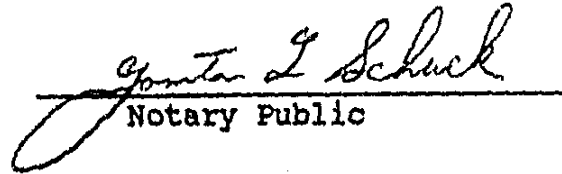
10/20/2015

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STATE OF ILLINOIS)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Yichak Gluck and Judith Gluck, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of MAY, 1994.



Notary Public

Commission expires:

~~YOMTOV L. SCHUCK
Notary Public, State of New York
No. 4938818
Qualified in Rockland County
Commission Expires July 05, 1997~~

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11/15/2011

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EXHIBIT A

Legal Description

LOTS 25, 26, 27, 28, 29, AND 30 IN BLOCK 3 IN METROPOLITAN'S DEMPSTER EAST PRAIRIE ROAD GARDENS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH HALF (EXCEPT THE WEST 200 FEET THEREOF) OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE CENTER LINE OF EAST PRAIRIE ROAD IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Permitted Encumbrances

1. Real estate taxes and assessments not yet due and payable.

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5-10-11