PREPARED BY: WORLD SAVINGS AND LOAN

RECORDING REQUESTED BY:
WORLD SAVINGS AND LOAN
ASSOCIATION

WHEN RECORDED MAIL TO:
WORLD SAVINGS AND LOAN
CENTRAL PROCESSING CENTER
DOCUMENTATION DEPARTMENT
2420 WEST 26TH AVENUE
DENVER, CO 80211

94462893

94462893

DEPT-01 RECORDING $43.50
T40000 TRAN 7807 05/24/94 12:26:00
$5733 ¢ CJ *-94-462893
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

MORTGAGE

THIS IS A FIRST MORTGAGE. LOAN NUMBER: 9807769
THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED.

I. DEFINITIONS OF WORDS USED IN THIS MORTGAGE

(A) *Security Instrument.* This Mortgage, which is dated MAY 23, 1994, will be called the "Security Instrument."

(B) Borrower. MEHBOOB KHAN PATHAN AND MUMTAZ PATHAN, HUSBAND AND WIFE

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) Lender. WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION * * * * * * * * ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is a Federal Savings and Loan Association which is organized and exists under the laws of the United States. Lender's address is 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612.

(D) Note. The note signed by Borrower and having the same date as this Security Instrument will be called the "Note." The Note shows that I owe Lender U.S. $106,200.00 plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by JUNE 01, 2024 . The maximum aggregate principal sum secured by this Security Instrument is $116,820.00.

(E) Property. The property that is described below in Section III entitled "Description of the Property" will be called the "Property."

(F) Sums Secured. The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."

(G) Person. Any person, organization, governmental authority or other party will be called "Person."

II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

LAWYERS TITLE INSURANCE CORPORATION

94462893

43.50

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

III. DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described below:

(i) The property which is located at **8343 KIMBALL SKOKIE, IL 60076.** The legal description of the Property is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

REAL ESTATE INDEX NUMBER: **10-23-404-060** VOL: **123**

(ii) All buildings and other improvements that are located on the Described Property;

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(iv) All rents or royalties and other income from the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(x) All of the amounts that I pay to Lender under Paragraph 2 below.

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I lawfully own the Property; (ii) I have the right to mortgage, grant and convey the Property to Lender; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

(B) Escrow Accounts

(i) Borrower's Obligations

If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

Each of my payments to Lender under this Paragraph 2 will be the sum of the following:

(a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

(b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

(c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

(ii) Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums, which items will be called the "Escrow Items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Escrow Items. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds."

Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual statement of Funds activity.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

(iii) Adjustments to the Funds

If Lender's estimates of the Escrow Items are too high, the amounts that I pay under this Paragraph 2 will be too large.

If an excess of Funds remains after all Escrow Items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it exceeds $25.00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If, at the time payments of Escrow Items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow Items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Sums Secured.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

First, to pay prepayment charges due under the Secured Notes;
Second, to pay any advances due to Lender under this Security Instrument;
Third, to pay the amounts due to Lender under Paragraph 2 above;
Fourth, to pay interest due under the Secured Notes;
Fifth, to pay deferred interest under the Secured Notes;
Sixth, to pay principal due under the Secured Notes;
Last, to pay late charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation, or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a **Standard Mortgagee Clause** to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

11. OBLIGATIONS OF BORROWER AND/OR PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 8343 KIMBALL, SKOKIE, IL 60076.
* *

A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section I.(C) above entitled, "Definitions of Words Used In This Mortgage," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations including those for federal savings and loan associations, called "Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay

the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An **assignment** is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22. CAPTIONS

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a **master** or **blanket** policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such **master** or **blanket** policy, then: (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of one-twelfth of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the

Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration or Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

(I) LENDER RECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;

(II) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE IN WRITING;

(III) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 1% OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER), IS PAID TO LENDER; AND

(IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

THE LOAN MAY BE ASSUMED UNDER ITS THEN EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS 5 PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for

this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

29. STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

30. WAIVER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived.

31. OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

9807769

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

H. Pathan (Seal)
MEHBOOB KHAN PATHAN

Mumtaz - H - Pathan (Seal)
MUMTAZ PATHAN

(Seal)

(Seal)

(Seal)

(Seal)

94462593

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS, Cook COUNTY SS:

I, ----------THE UNDERSIGNED----------, a Notary Public in and for said county and state do hereby certify that Mehboob Khan Pathan and Mumtaz Pathan, husband and wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of May, 19 94

My Commission Expires:

Carolyn Beaulieu
Notary Public

"OFFICIAL SEAL"
CAROLYN BEAULIEU
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/12/96

94462590

EXHIBIT "A"

LOAN NO. 9807769

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF COOK STATE OF ILLINOIS * * * * * * , DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:
The West 46.20 feet (as measured on the North line; the East line being at right angles to the North line) of the following described property: Lot 11 and the North 12 feet (as measured on the West line) of Lot 12 in Block 2 in North Side Realty Company's Dempster Golf Course First Addition, a Subdivision in the North East 1/4 of the Southeast 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian;

ALSO,

The East 30.0 feet (as measured on the North line and the South line) of the South 1/2 of the following described property: Lot 11 and the North 12 feet (as measured on the West line) of Lot 12 in Block 2 in North Side Realty Company's Dempster Golf Course First Addition, a Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

10-23-404-060

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 13th day of May, 1994, by Corinne Bek and NANCY A. SIACK, Vice President and Assistant Secretary, respectively, of LaSalle National Trust, N.A., a national banking association, Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated May 17, 1988, and known as Trust No. 113352, on behalf of said Trustee.

"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 1/17/95

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 1994, by STUART B. LENHOFF and JAMIE P. CHILDS, and PETER T. CHILDS, respectively, of Horizon Development I, Inc., an Illinois corporation, general partner of M.P. Associates Limited Partnership, an Illinois limited partnership, on behalf of the corporation as such general partner of such limited partnership.

"OFFICIAL SEAL"
KELLY A. PERREAULT
Notary Public, State of Illinois
My Commission Expires 1/17/95

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Michael S. Schwendener.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by _____ and _____, _____ and _____, respectively, of LaSalle National Trust, N.A., a national banking association, Successor Trustee to LaSalle National Bank, Trustee under a Trust Agreement dated May 17, 1988, and known as Trust No. 103252, on behalf of said Trustee.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by _____ and _____, _____ and _____, respectively, of Horizon Development I, Inc., an Illinois corporation, general partner of M.P. Associates Limited Partnership, an Illinois limited partnership, on behalf of the corporation as such general partner of such limited partnership.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

29 The foregoing instrument was acknowledged before me this 29 day of April, 1994, by Michael S. Schwendener.

" OFFICIAL SEAL "
JUDITH R. O'DONOVAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/31/96

Judith R. O'Donovan
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 1994, by Jamie P. Childs.

"OFFICIAL SEAL"
KELLY A. PERREAULT
Notary Public, State of Illinois
My Commission Expires 1/17/95

Kelly A. Perreault
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 1994, by Stuart B. Lenhoff.

"OFFICIAL SEAL"
KELLY A. PERREAULT
Notary Public, State of Illinois
My Commission Expires 1/17/95

Kelly A. Perreault
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by James M. Arnold.

_____
Notary Public

9 . . . 2 . /

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Jamie P. Childs.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 1994, by Stuart B. Lenhoff.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29 day of April, 1994, by James M. Arnold.

" OFFICIAL SEAL
JUDITH R. O'DONOVAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/31/96

Judith R. O'Donovan
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 1994, by Peter T. Childs.

"OFFICIAL SEAL"
KELLY A. PERREAULT
Notary Public, State of Illinois
My Commission Expires 1/17/95

Kelly A. Perreault
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 9th day of MAY, 1994, by STEVEN P. WASILOWSKI, VICE PRESIDENT of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation.

Janet M. Polacek
Notary Public

" OFFICIAL SEAL "
JANET M. POLACEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/4/96

94462576

EXHIBIT A

LEGAL DESCRIPTION

The East 297.46 feet of Lot 3 of the subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian (except that part thereof lying North of a line 469.13 feet North of and parallel to the South line of said Section 34), and (except that part thereof taken for widening of North Avenue) and (except the East 25 feet falling in 15th Avenue) in Cook County, Illinois.

EXHIBIT B

FORM OF AMENDED AND RESTATED MORTGAGE NOTE

3004775.2
04-13-94

AMENDED AND RESTATED
MORTGAGE NOTE

Chicago, Illinois
April 1, 1994

$3,602,747.87

FOR VALUE RECEIVED, the undersigned LASALLE NATIONAL TRUST, N.A., Successor Trustee to LaSalle National Bank, a national banking association, as Trustee under a Trust Agreement dated May 17, 1988, and known as Trust No. 113252, and not personally (herein called the "Mortgagor"), promises to pay to the order of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein called the "Bank"), the principal sum of THREE MILLION SIX HUNDRED TWO THOUSAND SEVEN HUNDRED FORTY-SEVEN and 87/100 Dollars ($3,602,747.87), together with interest from the date of this Note on the balance of principal from time to time remaining unpaid as provided below. The principal of this Note shall consist of a $2,535,747.87 portion (the "Fixed Rate Portion") and a $1,067,000 (the "Variable Rate Portion"). Interest on the Fixed Rate Portion shall accrue at the rate of 8.71% per annum while the Fixed Rate Portion is outstanding. Interest on the Variable Rate Portion shall accrue at a variable rate of one per cent (1%) per annum in addition to the Bank's Prime Rate (as defined below) from time to time in effect while the Variable Rate Portion is outstanding. For purposes of this Note, the term "Prime Rate" shall mean the rate of interest per year announced from time to time by the Bank called its prime rate, which rate at any time may not be the lowest rate charged by the Bank. Changes in the rate of interest on this Note resulting from a change in the Prime Rate shall take effect on the date of change in the Prime Rate set forth in each announcement. Interest shall be payable in arrears on the first day of each month commencing May 1, 1994. Monthly payments on the principal of this Note shall be payable on April 15, 1994, and on the fifteenth day of each month thereafter, subject to reduction as provided below in the case of those monthly principal payments due in the months of April and May, 1994. Each such monthly payment shall be in an amount equal to the greater of (i) the difference between (A) the "Adjusted Cash Flow" (as defined below) for the month preceding such month, and (B) the amount of the real estate tax escrow payment required to be made by the Mortgagor to the Bank pursuant to the Loan Documents (as defined below) for such month, and (ii) $17,300. For purposes of this Note, "Adjusted Cash Flow" shall mean, for any month, all income of the Mortgagor and the Beneficiary (as defined below) for such month, including but not limited to rental income from the Premises (as defined below) for such month (including payments by tenants as payment or reimbursement of operating expenses), minus the sum of (i) operating expenses of the Premises for such month, including but not limited to common area maintenance, utilities, insurance, and

management fees, but not including real estate taxes, depreciation, amortization, repairs made to the Premises and principal on this Note, (ii) interest on this Note, and (iii) for each month, the sum of $550, which represents a budgeted amount for "Miscellaneous Repairs," and in addition, for the months of April, July and October of 1994, and January of 1995, the sum of $500, which represents a budgeted amount for "Roof Repairs;" all as determined in accordance with generally accepted accounting principles consistently applied. The balance of the principal of and accrued and unpaid interest on this Note shall be due and payable on April 15, 1995. Interest shall be computed on the basis of a 360-day year and days elapsed. All payments on account of the indebtedness evidenced by this Note shall be applied first to interest on the unpaid principal balance and the remainder to principal. All payments on this Note are to be made to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois, or at such other place as the legal holder or holders of this Note may from time to time in writing direct. All payments on this Note shall be made in lawful money of the United States of America which shall be legal tender for the payment of public and private debts at the time of payment.

Notwithstanding the foregoing, the aggregate of the monthly principal payments payable by the Mortgagor to the Bank in the months of April and May, 1994, shall be reduced by the total amount of the extension fee and other fees, costs and expenses paid by the Mortgagor and the Beneficiary pursuant to the Sixth Modification Agreement dated as of April 1, 1994, by and among the Mortgagor, the Beneficiary, Michael S. Schwendener, Peter T. Childs, Jamie P. Childs, Stuart B. Lechoff, James M. Arnold and the Bank.

In addition to the monthly payments on the principal of this Note provided for above, on January 30, 1995, the Mortgagor shall make a prepayment on the principal of this Note in an amount equal to the difference, if any, between (i) $6,450, which represents the total budgeted amount for Miscellaneous Repairs and Roof Repairs for the period from April 1, 1994, through December 31, 1994, as described above, and (ii) the actual amount expended for such items for such period.

In the event of a sale of that portion of the Premises which is subject to that certain Lease dated April 8, 1988, from the Mortgagor, as landlord, to Fretter, Inc., as tenant (the "Fretter Lease") pursuant to the tenant's option to purchase contained in the Fretter Lease, on the date of such sale, the Mortgagor shall make a prepayment on this Note in an amount equal to 100% of the gross proceeds of such sale, minus usual and ordinary expenses of sale (provided that legal expenses shall be limited to those incurred in connection with the preparation of closing documents and the review of title and survey, and to

those legal fees otherwise directly related to the transfer of title to such portion of the Premises) and customary brokerage commissions paid to unrelated third parties, and plus or minus customary prorations.

The Bank shall apply all payments made on the principal of this Note first to any part of the Variable Rate Portion which is then outstanding, and the remainder, if any, to the Fixed Rate Portion.

Any installments of principal or interest not paid when due shall bear interest after maturity at a rate three percent (3%) per annum greater than the interest rate provided for above.

In addition to interest and other costs required to be paid by the Mortgagor hereunder, the Mortgagor shall pay or reimburse the Bank, upon written demand, for any loss, including loss of anticipated profits reasonably calculated (assuming that the Fixed Rate Portion of this Note would otherwise have remained outstanding until the final maturity date provided for therein), and/or expense reasonably incurred by reason of the reinvestment or reemployment of any principal of the Fixed Rate Portion, as a result of (i) a voluntary prepayment of such principal while the Fixed Rate Portion is outstanding in accordance with the terms hereof, or (ii) an acceleration and mandatory prepayment of such principal while the Fixed Rate Portion is outstanding by reason of default in the payment of principal or interest when due in accordance with the terms hereof or by reason of any default under the terms of any of the Loan Documents (as defined below). Any amount or amounts payable by the Mortgagor to the Bank pursuant to this paragraph shall be paid by the Mortgagor to the Bank within 10 days of receipt from the Bank of a statement setting forth the amount or amounts due and the basis for the determination from time to time of such amount or amounts, which statement shall be conclusive and binding upon the Mortgagor absent manifest error. Failure on the part of the Bank to demand compensation for any increased costs at the time of any such voluntary or mandatory prepayment shall not constitute a waiver of the Bank's right to demand compensation for any increased costs incurred in connection with any such voluntary or mandatory prepayment or in connection with any other subsequent or prior voluntary or mandatory prepayment. The provisions of this paragraph shall not apply to any voluntary or mandatory prepayment of any principal of the Variable Rate Portion.

The principal portion of this Note may be prepaid, in whole, or in part in amounts of not less than $200,000, at any time prior to maturity, provided that any such prepayment shall be accompanied by payment of all accrued and unpaid interest on this Note to the date of the prepayment. Any prepayment of principal on the Fixed Rate Portion shall also be accompanied by

payment of an additional charge calculated as provided in the immediately preceding paragraph. No such partial prepayment shall operate to defer or reduce the scheduled payments of principal and interest provided for in this Note. No amount prepaid may be borrowed again.

This Note evidences a loan made by the Bank to the Mortgagor, for the benefit of M.P. Associates Limited Partnership, an Illinois limited partnership (the "Beneficiary"), for the purpose of providing mortgage financing for the retail shopping center located at 1515 West North Avenue, in the Village of Melrose Park, Cook County, Illinois (the "Premises"). The payment of this Note is secured by the following instruments, each dated as of July 1, 1988: (i) a Construction Loan Agreement by and among the Mortgagor, the Beneficiary and the Bank; (ii) a Construction Loan Mortgage and Security Agreement from the Mortgagor to the Bank on the Premises; (iii) a Construction Loan Assignment of Rents and Leases from the Mortgagor and the Beneficiary to the Bank; (iv) a Construction Loan Security Agreement from the Beneficiary to the Bank; (v) a Construction Loan Collateral Assignment of Beneficial Interest from the Beneficiary to the Bank; and (vi) a Construction Loan Guaranty of Payment and Performance from the Beneficiary and the Individual Guarantors to the Bank. This Note and the other instruments described in (i) through (vi) above are hereinafter referred to as the "Loan Documents".

It is agreed that at the election of the holder or holders hereof, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof which default shall continue for a period of five days, or in case of any default under the terms of any of the Loan Documents which shall continue after the giving of any notice required thereunder and the expiration of any applicable grace period.

The aforesaid Construction Loan Mortgage and Security Agreement provides that (i) except for Permitted Encumbrances, as defined therein, and liens, charges and encumbrances being contested as provided therein, in the event that the Mortgagor shall suffer or permit any superior or junior lien, charge or encumbrance to be attached to the Premises (except as permitted by the Construction Loan Mortgage and Security Agreement), or (ii) in the event of the creation of any lien or security interest upon the beneficial interest under the Trust Agreement by which the Mortgagor was created, or (iii) except for the sale of that portion of the Premises which is the subject of the Fretter Lease in accordance with the provisions of the Fretter Lease, and any contract entered into in connection with the same,

and except for any contract for the sale of all or any portion of the Premises at a price and at a time which will result in the payment in full of the principal balance of and all accrued and unpaid interest on this Note on or prior to the maturity date hereof, in the event that the Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event that the Beneficiary shall sell, transfer, convey or assign the beneficial interest under the Trust Agreement by which the Mortgagor was created (including a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or the Mortgagor or the Beneficiary shall contract to do any of the foregoing described in this clause (iii); then in each such case the Bank, at its option, shall have the unqualified right to accelerate the maturity of this Note causing the full principal balance and accrued interest on this Note to become immediately due and payable without notice to the Mortgagor.

The Mortgagor hereby represents and covenants that the proceeds of this Note will be used for the purposes specified in subparagraph 1(c) contained in Section 205/4 of Chapter 815 of the Illinois Compiled Statutes (1992), and that the indebtedness evidenced by this Note constitutes a "business loan" within the meaning of that Section.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default, or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of any attorney at law to enforce any of the rights or agreements contained herein or in any of the other Loan Documents or any other instruments given as security for or related to the indebtedness evidenced hereby, the Mortgagor shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees, in addition to all principal, interest and other amounts payable hereunder; and all such amounts shall be and be deemed to be secured by the Loan Documents.

The Mortgagor hereby waives demand, presentment for payment, notice of dishonor and protest and does hereby waive notice of and consent to any and all extensions of this Note, the release of all or any part of the security for the payment hereof or the release of any party liable for the obligations hereunder. Any such extension or release may be made at any time and from time to time without giving notice to the Mortgagor and without discharging any liability of the Mortgagor. The Mortgagor hereby waives any and all notice of whatever kind or nature and waives the exhaustion of legal remedies hereon.

This Note shall be governed by the laws of the State of Illinois.

Time is of the essence of this Note and of each and every provision hereof.

This Note sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Note, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

This Note and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

THE MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING RELATING TO THIS NOTE.

It is hereby certified, recited and declared that this Note has been issued by the Mortgagor to obtain mortgage financing for the Premises and that all acts, conditions and things required to exist, happen or be performed, precedent to and in the execution and delivery of this Note and the other Loan Documents have happened and have been performed in due time, form and manner as required by law.

This Note is executed by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. No personal liability is assumed by nor shall at any time be asserted or be enforceable against LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, because or in respect of this Note or the making, issue or transfer thereof, all such personal liability, if any, being expressly waived and released by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability of any guarantor hereof or of any person under or by virtue of any guaranty of this Note or any of the Loan Documents, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Construction Loan Mortgage and Security Agreement or the proceeds arising from the sale or other disposition thereof. LaSalle National Trust, N.A., Successor

Trustee to LaSalle National Bank, by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

LASALLE NATIONAL TRUST, N.A.,
Successor Trustee to LaSalle National Bank, solely as Trustee as aforesaid and not personally

By _____
Title:

(SEAL)

Attest:

_____
Title: