

UNOFFICIAL COPY

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JUNIOR Mortgage

DEPT-01-RECORDING

\$43.50

(including Security Agreement, Assignment of Rents and Leases, and Fixture Filing)

Dated as of June 1, 1994

14466 TRM 071 06/27/94 11:18:00
89180 & GV # - 94 - 561145
COOK COUNTY RECORDER

This Mortgage (as modified from time to time, the "Mortgage") has been executed by Mark Goodman and JoAnne Goodman * as individual(s)/a(n) corporation/partnership/joint venture ~~not individually but solely as trustee under Trust Agreement dated~~ as amended from time to time and known as the "Trust, Trust No."

~~STRIKE IN APPLICABLE TERMS~~ ("Mortgagor"), as mortgagor, in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, as mortgagee (together with any successor, assign or subsequent holder, "Mortgagee"), with its main banking office at 50 South LaSalle Street, Chicago, Illinois 60675. If more than one person or entity executes this Mortgage, the term "Mortgagor" refers to each of them individually and some or all of them collectively, and their obligations hereunder shall be joint and several. If any party comprising "Mortgagor" is a trustee(s), "Trust Agreement" means the governing trust agreement and/or instruments governing the trust, as modified from time to time, and all related documents and instruments, and "Mortgagor" also refers to the trustee(s) and the trust individually and collectively.

In consideration of Mortgagee's making loans and extensions of credit and/or considering making loans or extensions of credit, to Mortgagor as Guarantors for ~~an individual(s)/a(n)~~ Mark A. Goodman & Associates, Inc. ~~corporation/partnership/joint venture/a trustee under Trust Agreement dated~~ as amended from time to time and known as the Trust, Trust No. ~~STRIKE IN APPLICABLE TERMS~~ (Mortgagor and any such individual or entity being collectively referred to as the "Borrower(s)"), and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. DEFINITIONS. As used in this Mortgage:

- (a) Unless otherwise defined herein, all terms that are defined in the Uniform Commercial Code of the State in which the main banking office of Mortgagee is located shall have the same meanings herein as in such Code.
- (b) "Guarantor" means any person or entity, or any persons or entities severally, now or hereafter guarantying payment or collection of all or any part of the "Liabilities" (as hereinafter defined).
- (c) "Loan Document(s)" means this Mortgage, the Note, any guaranty executed by any Guarantor, and any other document or instrument previously, now or hereafter executed or delivered in connection herewith or therewith.
- (d) "Permitted Encumbrances" means (i) this Mortgage; (ii) any other lien in favor of Mortgagee; and (iii) liens for ad valorem taxes and special assessments not delinquent.
- (e) "Prime Rate" means that floating rate of interest per year announced from time to time by Mortgagee called its prime rate, which at any time may not be the lowest rate charged by Mortgagee, computed for the actual number of days elapsed on the basis of a year of 360 days.
- (f) "Subsidiary" means any corporation, partnership, joint venture, trust, or other legal entity of which Mortgagor owns directly or indirectly 50% or more of the outstanding voting stock or interest, or of which Mortgagor has effective control, by contract or otherwise.

and all rights and estates in reversion or remainder and all other interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the said real estate and improvements; and (b) all easements, rights-of-way and rights used in connection with the said real estate and improvements or as a means of ingress and egress thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; and

(c) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the said real estate and improvements, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the said real estate and improvements; and

(d) any and all buildings and improvements now or hereafter erected on the said real estate, including, but not limited to, all the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements; and

(e) all materials intended for construction, reconstruction, alteration and repairs of the said real estate and improvements, all of which materials shall be deemed to be included within the said real estate and improvements immediately upon the delivery thereof to the said real estate; and

(f) all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the said real estate and improvements, including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, ice-making, air conditioning and sprinkler equipment and fixtures and appurtenances hereto; and all items of furniture, furnishings, equipment and personal property owned by Mortgagor and used or useful in the operation of the said real estate and improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom, whether or not the same are or shall be attached to the said real estate and improvements in any manner, it being mutually agreed, intended and declared that all the aforesaid property owned by Mortgagor and placed by it on and in the said real estate and improvements shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to any of the aforesaid property which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code of Illinois), this Mortgage is deemed to be a security agreement under the Uniform Commercial Code of Illinois for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as secured party; and

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2. GRANT OF LIEN. Mortgagor hereby grants, bargains, sells, conveys and mortgages to Mortgagee and its successors and assigns hereunder and subject to the terms and conditions hereinafter set forth, all of Mortgagor's right, title and interest in and to the real property located in Cook County, State of Illinois described in Exhibit A and attached hereto and by this reference incorporated herein, all or part of which is commonly known as 3 Rockgate Lane (STREET ADDRESS) Glencoe, Illinois

including without limitation all improvements now and hereafter located thereon, P. I. N. 05-06-201-099-0000 and 05-06-201-100-0000

TOGETHER WITH THE FOLLOWING:

- (a) all rents, issues, profits, royalties and income with respect to the said real estate and improvements and other benefits derived therefrom, subject to the right, power and authority given to Mortgagor to collect and apply same; and
- (b) all right, title and interest of Mortgagor in and to all leases or subleases covering the said real estate and improvements or any portion thereof now or hereafter existing or entered into, including, but not limited to, the Leases (as defined below) and all right, title and interest of Mortgagor thereunder, including without limitation all cash or security deposits, advance rentals, and deposits of similar nature; and
- (c) all privileges, reservations, allowances, hereditaments and appurtenances belonging or pertaining to the said real estate and improvements

(i) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to any proceeds of insurance related thereto, which Mortgagor now has or may hereafter acquire in the said real estate and improvements or personal property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the said real estate and improvements or personal property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; the said real estate and improvements and the property and interests described in (a) through (i) above being collectively referred to herein as the "Premises".

*Insert "N/A" in any blank in this Mortgage which is not applicable.

TO HAVE AND TO HOLD the same unto the Mortgagee, his heirs, assigns and assigns forever, for the purposes and uses hereinafter set forth without limiting any other provision hereof, Mortgagee covenants that it is lawfully seized of the Premises, that the same are unencumbered except for Permitted Encumbrances, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

herein, the covenants of this mortgage as of such date, and the Mortgagee's representations and warranties herein are true and correct as of such date as they were made on such date.

3. **LIABILITIES.** The Premises shall secure the payment and performance of all obligations and liabilities of Mortgagee and/or Borrower to Mortgagee howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising, including without limitation all obligations hereunder and under any other Loan Documents, future advances, letters of credit issued for the account of or at the request of Mortgagee and/or Borrower, and any guaranty by Mortgagee of any obligations of Borrower to Mortgagee, as well as all agreements relating to any of the foregoing, and including without limitation that certain term note of even date of

5. **COVENANTS OF MORTGAGOR.** Mortgagee agrees to comply with the following covenants so long as this Mortgage remains in effect:

- (a) payment of the indebtedness evidenced by the Note executed by Mark A. Goodman & Associates, in favor of Mortgagee, as amended, restated, renewed or replaced from time to time (the "Note"), in the face principal amount of \$550,000.00, a copy of such Note being attached as Exhibit B, including without limitation principal and interest, future advances thereunder (SEE SECTION 12 BELOW ENTITLED "Revolving Credit"), and performance of all obligations there under, and also attached with Exhibit "B" is guaranty of mortgagee.
- (b) payment of all sums advanced by Mortgagee to perform any of the terms, covenants and provisions of this Mortgage or any of the other Loan Documents, or otherwise advanced by Mortgagee pursuant to the provisions hereof or thereof to protect the property hereby mortgaged and pledged, and
- (c) performance of any other instrument given to evidence or further secure the payment and performance of any of the Liabilities, and

(a) **Payment of Indebtedness.** Mortgagee shall pay and perform all Liabilities when due

(b) **Insurance.** Mortgagee shall at all times provide, maintain and keep in force such insurance in such amounts and against such risks on or pertaining to the Premises as Mortgagee shall from time to time reasonably request, and in any event including without limitation:

- (d) payment of any future or further advances (not exceeding \$100,000.00 additional) which may be made by Mortgagee to and for the benefit of Mortgagee, its successors, assigns, and legal representatives.
- (the foregoing (a)-(d) being collectively referred to as the "Liabilities").

(i) during construction (if any), all risks, package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance, and physical damage insurance;

(ii) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to not less than one hundred percent (100%) of the full replacement value of the Premises;

(iii) public liability insurance against bodily injury and property damage with such limits as Mortgagee may require;

(iv) rental or business interruption insurance in amounts sufficient to pay, during any period of up to one (1) year in which the Premises may be damaged or destroyed, all of the Liabilities;

(v) steam boiler, machinery, and other insurance of the types and in amounts as Mortgagee may require, but in any event not less than customarily carried by persons owning or operating like properties; and

Notwithstanding the foregoing the Premises shall not secure any Liabilities subject to Regulation Z of the Federal Reserve Board or any equivalent state disclosure requirement unless disclosed in a disclosure statement pertaining to such Liabilities.

(vi) if the Premises are located in an area that has been identified by the United States Department of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968 or other applicable law or regulation, flood insurance in an amount at least equal to the replacement cost of any improvements on the Premises or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968 or such other applicable law or regulation, whichever is less.

THE TOTAL AMOUNT OF INDEBTEDNESS SECURED HEREBY SHALL NOT EXCEED \$650,000.00 OUTSTANDING AT ANY ONE TIME.

All insurance policies required hereby ("Policies") shall:

4. **REPRESENTATIONS.**

(a) Mortgagee hereby represents and warrants to Mortgagee that:

(A) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the Policy notwithstanding any act or negligence of Mortgagee which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagee;

(B) provide that the amount payable for any loss shall not be reduced by reason of co-insurance;

(C) be issued by companies and in amounts in each company reasonably satisfactory to Mortgagee;

(D) name Mortgagee and Mortgagee as insureds, as their respective interests may appear, and have attached thereto a mortgagee's loss payable endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee.

(i) [APPLICABLE IF MORTGAGOR IS A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:] Mortgagee and any Subsidiary are existing and in good standing under the laws of their state of formation, are duly qualified, in good standing and authorized to do business in each jurisdiction where failure to do so might have a material adverse impact on the consolidated assets, condition or prospects of Mortgagee; the execution, delivery and performance of this Mortgage and all related documents and instruments are within Mortgagee's powers and have been authorized by all necessary corporate, partnership or joint venture action.

(ii) [APPLICABLE IF BORROWER IS AN INDIVIDUAL:] Mortgagee has capacity to enter into and perform its obligations hereunder.

(iii) The execution, delivery and performance of this Mortgage and all related documents and instruments have received any and all necessary governmental approval, and do not and will not contravene or conflict with any provision of law in of the partnership or joint venture or similar agreement, charter or by-laws of Mortgagee or any agreement affecting Mortgagee or its property

Mortgagee shall furnish Mortgagee with certificates of insurance in form and substance satisfactory to Mortgagee. Not less than 5 days prior to the date for each premium due for each Policy, Mortgagee shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of the premium. Not less than 30 days prior to the expiration of any certificate of insurance required to be delivered hereunder, Mortgagee shall furnish Mortgagee with a replacement certificate and/or other evidence satisfactory to Mortgagee of the extension and continuance in force of the insurance coverage. Each Policy shall contain a provision that such policy will not be canceled, amended or reduced in amount or scope without at least 30 days' prior written notice to Mortgagee.

(iv) There has been no material adverse change in the business, condition, properties, assets, operations or prospects of Mortgagee, Borrower or any Guarantor since the date of the latest financial statements provided on behalf of Mortgagee, Borrower or any Guarantor to Mortgagee. *including the existing first mortgage

(c) **Payment of Taxes and Other Impositions.** Mortgagee agrees to pay or cause to be paid prior to delinquency all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation any non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Premises, which are assessed or imposed upon the Premises, or become due and payable, and which create, may create or appear to create a lien upon the Premises, or any part thereof (all of such taxes, assessments and other governmental and non-governmental charges of the above-described or like nature are hereinafter referred to as "Impositions"). Mortgagee shall furnish Mortgagee upon request official receipts evidencing payment thereof. Mortgagee may before any delinquency occurs contest or object to the amount or validity of any Imposition in good faith by appropriate legal proceedings properly instituted and prosecuted in such manner as shall stay the collection of the contested Impositions and prevent the sale or forfeiture of the Premises to collect the same; no such contest or objection shall relieve, modify or extend Mortgagee's covenants to pay any such Imposition prior to delinquency unless Mortgagee has given prior written notice to Mortgagee of Mortgagee's intent to so contest or object, and unless, at Mort-

(v) Mortgagee has good, marketable, legal and equitable title to the Premises, subject only to Permitted Encumbrances, with the right and full power to mortgage, sell and convey the same; Mortgagee is the lawful owner of the Premises, free and clear of all liens, pledges, charges, mortgages, and claims other than any in favor of Mortgagee, except liens for current taxes not delinquent.

(vi) Mortgagee (and each general partner and joint venturer of Mortgagee) has filed or caused to be filed all federal, state, and local tax returns that are required to be filed, and has paid or has caused to be paid all of its taxes, including without limitation any taxes shown on such returns or on any assessment received by it to the extent that such taxes have become due.

(b) The request or application by Borrower or Mortgagee for any Liability secured hereby shall be a representation and warranty by Mortgagee as of the date of such request or application that: (i) no Event of Default or Unmatured Event of Default (in each case as defined

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gagge's sole option. Mortgagee shall have a right of offset to an amount and form as requested by the servicer in all respects to Mortgagee.

and proceeds payable to Mortgagee (all such "Condemnation Awards") shall be promptly assigned to Mortgagee and Mortgagee agrees to execute such further assignment of the Condemnation Awards as Mortgagee may require.

(d) Tax and Insurance Escrow At Mortgagee's Option. If requested by Mortgagee, in order to provide moneys for the payment of the impositions and the premiums on the (insurance) Policies, Mortgagee shall pay to Mortgagee on a monthly basis on such date(s) as Mortgagee shall require such amount as Mortgagee shall estimate will be required to accumulate, by the date 30 days prior to the due date of the next annual installment of such impositions and premiums, through substantially equal monthly payments by Mortgagee to Mortgagee, amounts sufficient to pay such next annual impositions and insurance premiums. All such payments shall be held by Mortgagee in escrow, without interest unless required by law. Such amounts held in escrow shall be made available to Mortgagee for the payment of the impositions and insurance premiums when due, or may be applied thereto directly by Mortgagee if it in its sole discretion so elects. Mortgagee shall be deemed to have accepted the terms of this Section for all purposes, including, but not limited to, Maintenance, Repair, Alterations, Mortgagee shall:

(iii) All Condemnation Awards shall be applied upon the Liabilities or applied to the repair and restoration of the Premises, as Mortgagee in its sole discretion shall elect.

(iv) If Mortgagee shall elect that Condemnation Awards are to be applied to the repair and restoration of the Premises, Mortgagee hereby covenants promptly to repair and restore the same in such manner as Mortgagee may require; if the Condemnation Awards are not sufficient to pay for the full repair and restoration costs, Mortgagee shall pay such amounts out of its own funds. Mortgagee shall reimburse Mortgagee for costs incurred in repair and restoration in such manner as it shall deem fit, and at all times the undistributed balance of Condemnation Awards remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens except Permitted Encumbrances.

(i) keep the Premises, including without limitation any sidewalk, road, parking or landscape area located thereon, in good condition, repair and order, and free of nuisance;

(ii) not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or governmental regulations) any improvements which are part of the Premises;

(iii) Subject to (f) of this Section, promptly repair and restore any portion of the Premises which may become damaged or be destroyed so as to be of at least equal value and of substantially the same character as prior to such damage or destruction;

(iv) subject to any right to claim set forth herein, pay when due all claims for labor performed and materials furnished to and for the Premises;

(v) comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises or any part thereof or requiring any alterations or improvements;

(vi) not commit or permit any waste or deterioration of the Premises;

(vii) not commit, suffer or permit any act to be done to or upon the Premises in violation of any law, ordinance or regulation;

(viii) not initiate or acquiesce in any zoning change or reclassification of the Premises;

(ix) pay all utilities incurred for the Premises; and

(x) keep the Premises free and clear of all liens and encumbrances of every sort except Permitted Encumbrances (as defined above).

(f) Damage and Destruction.

(i) Mortgagee shall give Mortgagee prompt written notice of any damage to or destruction of any portion or all of the Premises. If and to the extent Mortgagee so consents in writing, losses covered by insurance may be settled and adjusted by Mortgagee. In all other cases, Mortgagee at its option may settle and adjust any insurance claim without the consent of Mortgagee. In any case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses so incurred by Mortgagee shall be so much additional indebtedness secured by this Mortgage, and shall be reimbursed to Mortgagee upon demand. So long as Borrower is not in default and the loss is under \$50,000.00 then Borrower may adjust.

(ii) In the event of any insured damage to or destruction of the Premises or any part thereof the proceeds of insurance payable as a result of such loss shall be applied upon the Liabilities or applied to the repair and restoration of the Premises, as Mortgagee in its sole discretion shall elect. So long as Borrower is not in default and the loss is under \$50,000.00, the

(iii) If Mortgagee shall elect that proceeds of insurance are to be applied to the repair and restoration of the Premises, Mortgagee hereby covenants promptly to repair and restore the same in such manner as Mortgagee may require; if insurance proceeds are not sufficient to pay for the full repair and restoration costs, Mortgagee shall pay such amounts out of its own funds. Mortgagee shall reimburse Mortgagee for costs incurred in repair and restoration in such manner as it shall deem fit, and at all times the undistributed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens except Permitted Encumbrances. *shall be used for repairs.

(g) Condemnation.

(i) If the Premises or any part thereof or interest therein are taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagee receive any notice or other information regarding any such proceeding, Mortgagee shall give prompt written notice thereof to Mortgagee.

(ii) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All proceeds of compensation, awards, damages, rights of action

(b) Inspection. Mortgagee and its agents are authorized to enter at any time upon or in any part of the Premises for the purpose of inspecting the same and for the purpose of performing any of the acts Mortgagee is authorized to perform under the terms of this Mortgage or any of the other Loan Documents. Mortgagee shall keep and maintain full and correct records showing in detail the income and expenses of the Premises and shall make such books and records and all supporting vouchers and data available for examination by Mortgagee and its agents at any time during normal business hours, and from time to time on request at the offices of Mortgagee, or at such other location as may be mutually agreed upon.

(c) Financial Information. Mortgagee shall provide to Mortgagee, at such times and in such form as Mortgagee shall from time to time require:

(A) A "rent roll" and other information concerning any and all leases, rentals and tenants of any or all of the Premises;

(B) copies of all assessments, bills and other information pertaining to any and all ad valorem and other taxes and impositions on or pertaining to any or all of the Premises; and

(C) without limiting any provision of any note or other Loan Document executed in connection herewith, annual financial statements of Mortgagee, Borrower and any Guarantor, and separate annual financial statements (including without limitation cash flow statements) for the Premises. Any and all of such shall be fully audited, reviewed, or compiled as Mortgagee shall from time to time require.

(d) Appraisals and Environmental Reports. Without limiting any other provision hereof or of any other Loan Document, Mortgagee agrees to provide, cooperate with, and pay for the full cost of any appraisal, environmental audit, report or study, or the like of or pertaining to the Premises or any portion thereof which Mortgagee in its sole discretion may require from time to time.

(k) Title, Lien, and Conveyances. Except for Permitted Encumbrances, Mortgagee shall not create, suffer or permit to be created or filed against the Premises, or any part thereof or interest therein, any mortgage lien or other lien, charge or encumbrance, either superior or inferior to the lien of this Mortgage without the express written consent of Mortgagee. Mortgagee may contest in good faith and by appropriate proceedings the validity of any such lien, charge or encumbrance, if, as preconditions: (i) Mortgagee shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts or form as Mortgagee shall require; and (ii) Mortgagee shall diligently proceed to cause such lien, charge or encumbrance to be removed and discharged. If Mortgagee shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien, by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or in such manner as is or may be prescribed by law, and any amounts expended by Mortgagee in so doing shall be payable by Mortgagee upon demand by Mortgagee, together with interest at two percent (2%) in addition to the Prime Rate from the date of demand to the date of payment, and shall be so much additional indebtedness secured by this Mortgage. If title to the Premises is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein upon the creation of any lien against the Premises shall also be construed as a similar prohibition or limitation against the creation of any lien or security interest upon the beneficial interest under such trust.

(l) Stamp and Other Taxes. If any documentary stamp, intangible, recording or other tax or fee becomes due in respect of the Liabilities of this Mortgage or the recording thereof, Mortgagee shall pay such amount in the manner required by law.

6. ASSIGNMENT OF RENTS AND 94561145

Without limiting the generality of any other provisions hereof, as additional security, Mortgagee hereby assigns to Mortgagee the rents, issues and profits of the Premises, and upon the occurrence of any Event of Default, Mortgagee may receive and collect said rents, issues and profits so long as such Event of Default shall exist and during the pendency of any foreclosure proceedings. As of the date of this Mortgage, as additional security, Mortgagee also hereby assigns to Mortgagee any and all written and oral leases, whether now in existence or which may hereafter come into existence dur-

ing the term of this Mortgage, of any instrument entered into by the Borrower under, covering the Premises, or any instrument entered into by the Borrower...

and any instrument entered into by the Borrower, or any Guarantor, or any joint venturer of Mortgagor, or any Guarantor, or any joint venturer of Mortgagor, or any Guarantor...

Mortgagor hereby appoints Mortgagee its true and lawful attorney, which appointment is irrevocable and coupled with an interest, with full power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after the service of a Notice (with or without taking possession of the Premises)...

(d) any representation, warranty, schedule, certificate, financial statement, report, notice, or other writing furnished by or on behalf of Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Mortgagor, or any Guarantor to Mortgagee is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified; or

From and after the service of a Notice, Mortgagee is hereby vested with full power to use all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and to collect the Rents, including without limitation the right of Mortgagee or its designee to enter upon the Premises, or any part thereof, with or without process of law, take possession of all or any part of the Premises and all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, and exclude Mortgagor and all agents and servants wholly therefrom...

(e) any guaranty of or pledge of collateral security for this Note shall be repudiated or become unenforceable or incapable of performance; or

(f) Borrower, Mortgagor or any Subsidiary shall fail to maintain (their existence in good standing in their state of formation or shall fail to be duly qualified, in good standing and authorized to do business in each jurisdiction where failure to do so might have a material adverse impact on the consolidated assets, condition or prospects of Borrower or Mortgagor, or

(g) Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Mortgagor or Borrower, or any Guarantor shall die, become incompetent, dissolve, liquidate, merge, consolidate, or cease to be in existence for any reason; or any general partner or joint venturer of Borrower or Mortgagor shall withdraw or notify any partner or joint venturer of Borrower or Mortgagor of its or his/her intention to withdraw as a partner or joint venturer (or to become a limited partner) of Borrower or Mortgagor; or any general or limited partner or joint venturer of Borrower or Mortgagor shall fail to make any contribution required by the partnership or joint venture agreement of Borrower or Mortgagor as and when due under such agreement; or there shall be any change in the partnership or joint venture agreement of Borrower or Mortgagor from that in force on the date hereof which may have a material adverse impact on the ability of Borrower to repay the Liabilities; or

In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

(h) any person or entity presently not in control of a corporate, partnership or joint venture Borrower or Mortgagor, any corporate general partner or joint venturer of Borrower or Mortgagor, or any Guarantor, shall obtain control directly or indirectly of Borrower or Mortgagor, such a corporate general partner or joint venturer, or any Guarantor, whether by purchase or gift of stock or assets, by contract, or otherwise; or

(i) any proceeding (judicial or administrative) shall be commenced against Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor, or with respect to any assets of Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor which shall threaten to have a material and adverse effect on the assets, condition or prospects of Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor; or final judgment(s) and/or settlement(s) in an aggregate amount in excess of Ten Thousand and no/100

The assignment contained in this Section is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor, nor shall this assignment impose any obligation on Mortgagee to perform any provision of any contract pertaining to the Premises or any responsibility for the non-performance thereof by Mortgagor or any other person. The assignment under this Section is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and mortgage of Mortgagee in the Premises. Mortgagee shall have the right to exercise any rights under this Section before, together with, or after exercising any other rights under this Mortgage. Nothing herein shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty, or liability of Mortgagor under this assignment, and Mortgagor shall and does hereby indemnify and hold Mortgagee harmless from any and all costs (including without limitation attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Mortgagee, whether in or out of court, in original or appellate proceedings or in bankruptcy), liability, loss, or damage which Mortgagee may or might incur by reason of this assignment; and any and all such costs, liability, loss, or damage incurred by Mortgagee (whether successful or not), shall be Liabilities hereby secured, and Mortgagor shall reimburse Mortgagee therefor on demand, together with interest at two percent (2%) in addition to the Prime Rate from the date of demand to the date of payment.

(j) UNITED STATES DOLLARS (\$10,000.00) in excess of insurance for which the insurer has confirmed coverage in writing, a copy of which writing has been furnished to Mortgagee, shall be entered or agreed to in any suit or action commenced against Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor; or

(k) DEFERRED SALE CLAUSE: Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises, or in the event the beneficiary of Mortgagor (if Mortgagor is a land trust) shall sell, transfer, convey or assign any beneficial interest under the Trust Agreement by which Mortgagor was created (including without limitation a collateral assignment thereof), in either case whether by operation of law, voluntarily, or otherwise, or Mortgagor or such a beneficiary shall contract to do any of the foregoing; or Mortgagor or any other person or entity shall grant or any person other than Mortgagee shall obtain a security interest in or mortgage or other lien or encumbrance upon the Premises; Mortgagor or any other person shall perfect (or attempt to perfect) such security interest or encumbrance; a court shall determine that Mortgagee does not have a first-priority mortgage and security interest in the Premises enforceable in accordance with the terms hereof; or any notice of a federal tax lien against Borrower, Mortgagor or any general partner or joint venturer of Borrower or Mortgagor shall be filed with any public recorder; or the property may be sold in process of repaying the indebtedness; (l) there shall be any material loss or depreciation in the value of the Premises for any reason, or Mortgagee shall otherwise reasonably deem itself insecure; or

(m) any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution, or similar proceeding, domestic or foreign, is instituted by or against Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor; or Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor shall take any steps toward, or to authorize, such a proceeding; or

(n) Borrower, Mortgagor, any Subsidiary, any general partner or joint venturer of Borrower or Mortgagor, or any Guarantor shall become insolvent, generally shall fail or be unable to pay its (his)(her) debts as they mature, shall admit in writing its (his)(her) inability to pay its (his)(her) debts as they mature, shall make a general assignment for the benefit of its (his)(her) creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its (his)(her) usual business; Borrower may cure such default by causing the

dismissal of such proceeding * (a) Notwithstanding any provision of any document or instrument evidencing or relating to any Liability: (i) upon the occurrence and during the *within 90 days of its filing.

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7. EVENTS OF DEFAULT: The occurrence of any of the following shall constitute an "Event of Default":

- (a) failure to pay, when and as due, any of the Liabilities, or failure to comply with or perform any agreement or covenant of Mortgagor contained herein; or
(b) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(c) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(d) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(e) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(f) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(g) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(h) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(i) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(j) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(k) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(l) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(m) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(n) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(o) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(p) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(q) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(r) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(s) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(t) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(u) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(v) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(w) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(x) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(y) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or
(z) any default, event of default, or similar event shall occur or continue under any other instrument, document, note, agreement, or guaranty delivered to Mortgagee in connection with this Mortgage, or any such instrument, document, note, agreement, or guaranty shall not be, or shall cease to be, enforceable in accordance with its terms; or

continuance of any Event of Default specified in Section 7(a)(1), Mortgagee at its option may declare the Liabilities immediately due and payable without notice or demand of any kind; and (ii) upon the occurrence of an Event of Default specified in Section 7(1)-(iv), the Liabilities shall be immediately and automatically due and payable without notice of any kind on the part of Mortgagee. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may exercise any rights and remedies under this Mortgage (including without limitation as set forth below in this Section), any related document or instrument (including without limitation any pertaining to collateral), at law or in equity, and may also: (A) either in person or by agent, with or without bringing any action or proceeding, if applicable law permits, enter upon and take possession of the Premises, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, sue for or otherwise collect the Rents, including without limitation those past due and unpaid, and apply the same to the payment of taxes, insurance premiums and other charges against the Premises or in reduction of the indebtedness secured by this Mortgage in such order as it may elect, and the entering upon and taking possession of the Premises, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of Rents, issues or profits, Mortgagee shall be entitled to exercise every right provided for in any of the other Loan Documents or by law upon occurrence of any Event of Default; (B) commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or (C) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of Illinois, and any notice of sale, disposition or other intended action by Mortgagee, sent to Mortgagee at the address specified herein, at least five (5) days prior to such action, shall constitute reasonable notice to Mortgagee.

(b) **Foreclosure; Expense of Litigation.** When the Liabilities, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Liabilities or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees (including without limitation time charges of attorneys, but not any employees of Mortgagee), appraiser's fees, outlays for documents and expert evidence, stenographers' charges, publication costs, and cost (which may be estimated as to items to be expended after entry of the decree) of presenting all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title. Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises, and such expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including without limitation the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, any of the other Loan Documents or the Premises, including without limitation probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding; shall be so much additional indebtedness secured by this Mortgage and immediately due and payable with interest thereon at a rate equal to two percent (2%) in addition to the Prime Rate. In the event of any foreclosure sale of the Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.

(c) **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises or of the exercise of any other remedy hereunder shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings or such other remedy, including without limitation all such items as are mentioned in (b) of this Section; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as therein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any excess to Mortgagee, its successors or assigns, as their rights may appear.

(d) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises or any portion thereof. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the Premises, and Mortgagee or any holder of the Note may be appointed as such receiver. Such receiver shall have power (i) to collect the Rents during the pendency of such foreclosure suit, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (ii) power to extend or modify any then existing leases and to make new leases, which extension, 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 indebtedness secured by this Mortgage and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, if being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured by

this Mortgage, or and the lien secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

(e) **Insurance After Foreclosure.** In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing and restoring the Premises, shall be used to pay the amount due in accordance with any judgment of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

(f) **Other Security, Etc.** Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies. Failure by Mortgagee to exercise any right which it may exercise hereunder, or the acceptance by Mortgagee of partial payments, shall not be deemed a waiver by Mortgagee of any default or of its right to exercise any such rights thereafter.

(g) **Not Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession.

(h) **Waiver of Certain Rights.** To the extent permitted by applicable law, Mortgagee agrees that it shall not and will not apply for or avail itself of any appointment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but rather waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagee hereby expressly waives any and all rights of redemption from sale or from or under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of Mortgagee and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the laws of the State in which the Premises are located.

(i) **Mortgagee's Use of Deposits.** With respect to any deposits made with or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage, if an Event of Default occurs and is continuing, Mortgagee may at its option, without being required to do so, apply any moneys of security which constitute such deposits on any of the Liabilities in such order and manner as Mortgagee may elect. When the Liabilities have been fully paid, any remaining deposits shall be paid to Mortgagee. Such deposits are hereby pledged as additional security for the prompt payment of the Liabilities and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagee.

9. RIGHTS OF MORTGAGEE

If Mortgagee fails to make any payment or to do any act as and in the manner provided herein or in any of the other Loan Documents, Mortgagee in its own discretion, without obligation so to do and without releasing Mortgagee from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation:

- (a) to enter upon and take possession of the Premises;
- (b) to make additions, alterations, repairs and improvements to the Premises which it may consider necessary and proper to keep the Premises in good condition and repair;
- (c) to appear and participate in any action or proceeding affecting or which may affect the Premises, the security hereof or the rights or powers of Mortgagee;
- (d) to pay any Impositions asserted against the Premises and to do so according to any bill, statement or estimate procured from the appropriate office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any Imposition;
- (e) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appear to affect the Premises or the security of this Mortgage or which may be prior or superior hereto; and
- (f) in exercising such powers, to pay necessary expenses, including without limitation employment of and payment of compensation to inside and outside counsel or other necessary or desirable consultants, contractors, agents and other employees.

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7. THIS SECTION SHALL APPLY TO ANY CLAIM, DEMAND OR CHARGE CONTEMPLATED BY THE MORTGAGEE OR ASSERTED AT ANY TIME AND IN ANY MANNER, SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THAT ALL OBLIGATIONS OF THE MORTGAGOR AND ANY OTHER PERSON OR ENTITY UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER RELATED DOCUMENT FOR MATTER HAVE BEEN PAID, RELEASED OR FULLY DISCHARGED. Any claim, demand or charge asserted at any time relating to the period set forth in this paragraph shall be subject to the terms and conditions of this Mortgage. Notwithstanding the above, this Mortgage shall not be construed to impose any liability on Mortgagee for divisible loss or damage resulting solely from Hazardous Material placed, released or disposed on the Property after foreclosure or sale of the Premises pursuant to the Mortgage or acceptance by Mortgagee of a deed in lieu of foreclosure.

(b) *Mortgagee's Right to Deal with Transferee.* In the event of the voluntary sale, or otherwise, by operation of law, or otherwise, of all or any part of the Premises, Mortgagee is hereby authorized and empowered to deal with such transfer with reference to the Premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagee, without in any way releasing or discharging Mortgagee from the covenants and/or undertakings hereunder, and without Mortgagee waiving its rights to accelerate the Liabilities as set forth herein.

(c) Mortgagee shall immediately advise Mortgagee in writing of

(i) any governmental or regulatory actions instituted or threatened under any Hazardous Material Law affecting the Premises or the matters indemnified hereunder (including, without limitation, any notice of inspection, abatement or noncompliance;

(ii) all claims made or threatened by any third party against Mortgagee or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Material;

(iii) Mortgagee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner which may support a claim under any Hazardous Material Law; and

(iv) Mortgagee's discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject Mortgagee or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Material Law. Mortgagee shall immediately deliver to Mortgagee any documentation or records as Mortgagee may request in connection with all such notices, inquiries, and communications, and shall advise Mortgagee promptly in writing of any subsequent developments.

(d) Mortgagee shall give written notice to Mortgagee of any action against Mortgagee which might give rise to a claim by Mortgagee against Mortgagee under this Mortgage. If any action is brought against Mortgagee, Mortgagee, at Mortgagee's sole option and Mortgagee's expense, may be required to defend against such action with counsel satisfactory to Mortgagee and, with Mortgagee's sole consent and approval, settle and compromise any such action. However, Mortgagee may elect to be represented by separate counsel, at Mortgagee's expense, and if Mortgagee so elects any settlement or compromise shall be effected only with the consent of Mortgagee. Mortgagee may elect to join and participate in any such claims, remedial actions, legal proceedings or other actions included in connection with any claims under this Mortgage.

15. MISCELLANEOUS.

(a) *Recitals.* The recitals hereto are hereby made a part of this Mortgage.

(b) *Time of Essence.* Time is of the essence of this Mortgage and of each and every provision hereof.

(c) *Subrogation.* To the extent that proceeds of the indebtedness secured by this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Premises, Mortgagee shall be subrogated to any and all rights and liens owned by any owner or holder of such outstanding liens, charges and prior encumbrances, and shall have the benefit of the priority thereof, irrespective of whether said liens, charges or encumbrances are released.

(d) *Further Assurances.* Mortgagee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every further acts, deeds, conveyances, transfers and assurances necessary or advisable, in the judgment of Mortgagee, for the better securing, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagee or hereafter acquired.

(e) *No Defenses.* No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Liabilities.

(f) *Invalidity of Certain Provisions.* If the lien of this Mortgage is invalid or unenforceable as to any part of the indebtedness secured by this Mortgage, or if such lien is invalid or unenforceable as to any part of the Premises, the unsecured or partially secured portion of the indebtedness secured by this Mortgage shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made on the indebtedness secured by this Mortgage, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion thereof which is not secured or fully secured by the lien of this Mortgage.

(g) *Illegality of Terms.* Nothing herein or in any other Loan Document contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively: (i) to require Mortgagee to pay interest at a rate greater than is lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (ii) to require Mortgagee to make any payment or do any act contrary to law; and if any provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such provision only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any such error.

(i) *Release.* Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Premises, or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to this Mortgage or any other Loan Documents and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party obligated on said indebtedness 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 created by this Mortgage, or reduce or modify the liability of any person or entity personally obligated for any Liabilities, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgage.

(j) *Covenant to Run with the Land.* All the covenants hereof shall run with the land.

(k) *Notice.* All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mail, postage prepaid, addressed (i) to Mortgagee to its main banking office indicated above (Attention: Division Head, Private Banking Division), and if (ii) Mortgagee to its address set forth below, or to such other address as may be hereinafter designated in writing by the respective parties hereto or, as to Mortgagee, may appear in Mortgagee's records.

(l) *Other.* This Mortgage and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are contained are references to this Mortgage. This Mortgage shall bind Mortgagee, its (his)(her) heirs, trustees (including without limitation successor and replacement trustees), executors, personal representatives, successors and assigns, and including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee, its successors and assigns, and each and every holder of any note or other document pertaining to any of the Liabilities, except that Mortgagee may not transfer or assign any of its (his)(her) rights or interest hereunder without the prior written consent of Mortgagee. Without limiting any other provision hereof, Mortgagee agrees to pay upon demand all expenses (including without limitation attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Mortgagee, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Mortgagee or any holder thereof in connection with the enforcement or preservation of its rights hereunder or under any document or instrument executed in connection herewith. *There shall be more than one person or entity constituting Mortgagee each of them shall be primarily, jointly and severally liable for all obligations hereunder.*

(m) *WAIVER OF JURY TRIAL, ETC.* MORTGAGOR HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER THE COUNTY WHERE THE MAIN BANKING OFFICE OF MORTGAGEE IS LOCATED. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED IN OR HAVING JURISDICTION OVER SUCH COUNTY, AND HEREBY IRREVOCABLY WAIVES ANY RIGHT (IF ANY) HE MAY HAVE TO REQUEST DEMAND TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY SECURED PARTY IN ACCORDANCE WITH THIS PARAGRAPH, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Mortgagee hereby RELEASES AND WAIVES all rights under and by virtue of the homestead exemption laws of the State of Illinois.

See Rider attached hereto and incorporated herein by reference.

Mortgagee is hereby authorized by Mortgagee without notice to Mortgagee to fill in any blank spaces and strike inapplicable terms herein or in any related document to conform to the terms of the transaction and/or understanding evidenced hereby, for which purpose Mortgagee shall be deemed to have been granted an irrevocable power of attorney coupled with an interest.

IN WITNESS WHEREOF MORTGAGOR HAS SIGNED, SEALED AND DELIVERED THIS MORTGAGE AS OF THE DATE INDICATED ABOVE.

This mortgage is junior and subordinate to that mortgage dated May 11, 1993 and recorded May 12, 1993 as document no. 93356295 in favor of LaSalle Talmon Bank FSB.

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Mark A. Cochran

JoAnne Cochran

Mark Cochran

JoAnne Cochran

(SEAL) Acknowledged

Address for Notices:

Mark A. Cochran & Associates, Inc.

875 North Michigan Avenue

By: *Mark A. Cochran*
Mark A. Cochran

Chicago, Illinois 60611

Title: President

Attention: Mark Cochran

This document prepared by: Michael Brown Esq.
for The Northern Trust Company Brown & Peters
50 South LaSalle St. M-9 2950 N. Lincoln Ave.
Chicago, Illinois 60673 Chicago, Illinois 60657

Mail to:

[Name of Loan Officer] Friedrich Burian
The Northern Trust Company Private Banking-2nd Floor
50 South LaSalle St.
Chicago, Illinois 60673



Property of Cook County Clerk's Office

945611-15

Chicago, Illinois

Dated as of June 1, 1994

EXHIBIT "B"
Term Note
(Single Principal Payment)
(Corporation, Partnership, or Joint Venture)

This Note has been executed by Mark A. Goodman & Associates, Inc. a corporation/limited-general partnership/joint venture (STRIKE INAPPLICABLE TERMS) formed under the laws of the State of Illinois ("Borrower"); if more than one entity executes this Note, the term "Borrower" refers to each of them individually and some or all of them collectively, and their obligations hereunder shall be joint and several. * If a land trustee executes this Note, "Borrower" as used in sections 6 and 7 below also includes any beneficiary(ies) of the land trust.

FOR VALUE RECEIVED, Borrower promises to pay to the order of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (hereafter, together with any subsequent holder hereof, called "Lender"), at its main banking office at 50 South LaSalle Street, Chicago, Illinois 60675, or at such other place as Lender may direct, the principal sum of Five Hundred Fifty Thousand and no/100 United States Dollars (\$550,000.00)

(the "Loan"), payable in full on April 30, 1995 and so long as the Borrower is not otherwise in default the Note may be extended to 4/30/96.

1. INTEREST. Borrower agrees to pay interest on the unpaid principal amount from time to time outstanding hereunder at the indicated rate (rate basis) per year, which shall remain the same for the life of the Loan:

[CHECK ONE ONLY]

- (i) The "Prime-Based Rate", which shall mean the Prime Rate (as defined below) plus one/half percent (1.5%).
(ii) The "WSJ Prime Rate", meaning the Wall Street Journal Prime Rate plus ... percent ...
(iii) The "Fixed Rate", meaning a rate of interest equal to ... percent ...

"Prime Rate" means that rate of interest announced from time to time by Lender called its prime rate, which rate may not at any time be the lowest rate charged by Lender. Changes in the rate of interest on the Loan resulting from a change in the Prime Rate shall take effect on the date set forth in each announcement of a change in the Prime Rate.

After the maturity of the Loan, whether by acceleration or otherwise, the Loan shall bear interest until paid, at a rate equal to two percent (2%) in addition to the rate in effect immediately prior to maturity (but not less than the Prime Rate in effect at maturity).

Notwithstanding the foregoing, the maximum interest rate hereunder will not exceed n/a % per year.**

Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days, including the date the Loan is made and excluding the date the Loan or any portion thereof is paid or prepaid. Interest shall be due and payable as follows:

- Monthly, on the ... day of each month, beginning with all accrued but unpaid interest being due and payable in full with the final principal payment due hereunder.
Quarterly, on the First (1st) day of each September, December, March and June, in each year, beginning September 1, 1994, with all accrued but unpaid interest being due and payable in full with the final principal payment due hereunder.
Other: ...

After maturity interest shall be payable on demand.

2. PREPAYMENTS.

If the Loan bears interest at the Prime-Based Rate or the WSJ Prime Rate, Borrower may prepay the Loan without penalty or premium. If the Loan bears interest at the Fixed Rate, and Borrower prepays the Loan in whole or in part, or the maturity of the Loan is accelerated, then, to the fullest extent permitted by law Borrower shall also pay Lender for all losses (including but not limited to interest rate margin and any other losses of anticipated profits) and expenses incurred by reason of the liquidation or re-employment of deposits acquired by Lender to make the Loan or maintain principal outstanding at the Fixed Rate. Upon Lender's demand in writing specifying such losses and expenses, Borrower shall promptly pay them; Lender's specification shall be deemed correct in the absence of manifest error. If bearing interest at the Fixed Rate, the Loan shall be conclusively deemed to have been funded by or on behalf of Lender by the purchase of a deposit corresponding in amount and in maturity to the Loan.**

3. REFERENCES TO PREVIOUS NOTES, FACILITY TYPE, COLLATERAL, GUARANTIES, LOAN & OTHER AGREEMENTS. (CHECK AS APPLICABLE)

- This Note evidences a transaction or term loan in the amount of this Note.
This Note amends, restates, renews and replaces in its entirety the note(s) dated ... in the amount of \$... and any previously renewed note(s). Borrower hereby expressly confirms that all collateral and guaranties given for such prior note(s) shall secure or guarantee this Note. All amounts outstanding under such previous note(s) shall be deemed automatically outstanding hereunder.
This Note is secured, without limitation as provided in the following and all related documents, in each case as amended, modified, renewed, restated or replaced from time to time:
Security Agreement dated as of ...
Mortgage dated as of June 1, 1994 on property all or part of which is commonly known as 3 Rockgate Lane, Glenview, Illinois
Pledge Agreement dated as of ...
Other (describe) ...

Payment of this Note has been unconditionally guaranteed by Mark Goodman and JoAnne Goodman (each individually and all collectively referred to as "guarantor") as provided in separately executed guaranties.

This Note has been executed pursuant to a ... Agreement, dated as of the date hereof, as amended, modified, restated, renewed, or replaced from time to time, containing covenants and other terms, to which reference is hereby made.

4. USE OF PROCEEDS. CHECK ONE:

Borrower represents and warrants that the proceeds of this Note will be used solely for business purposes, and not for personal, family

*Insert "N/A" in any blank in this Note which is not applicable. This Note may be used for single principal payment (bullet) term loans. **Fill in if Loan is subject to Truth-in-Lending, secured by a dwelling and at the WSJ Prime Rate (maturity limit is 359 days, and do not use Prime-Based Rate in this case). ***Notwithstanding the above, if this Note is executed by a land trustee upon the direction of an individual beneficiary(ies), unless the Loan is for business purposes the Borrower shall NOT be liable for any such losses or expenses, or any other charges for prepayment, if this Note is secured by residential real estate and the interest rate hereon does or could exceed eight per cent (8%) per annum on a calendar-year basis.

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LIMITATION INSTRUCTIONS TO MAKE TRANSFERS TO THIRD PARTIES, REASONABLY BELIEVED TO BE IN THE BEST INTERESTS OF LENDER, GIVEN BY AN AUTHORIZED PERSON WITHOUT NECESSARY INQUIRY OF ANY TYPE. All payments shall be made without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on this Note or the proceeds, Lender or Borrower by any government or political subdivision thereof. Borrower shall upon request of Lender pay all such taxes, duties or other charges in addition to principal and interest, including without limitation all documentary stamp and intangible taxes, but excluding income taxes based solely on Lender's income.

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and assigns, and shall inure to the benefit of Lender, its successors and assigns, except insofar as they may not transfer or assign any of its rights or interest hereunder without the prior written consent of Lender. Borrower agrees to pay a legal demand and all expenses (including without limitation attorneys' fees, legal costs and expenses, and title charges of attorneys who may be employees of Lender, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Lender or any holder hereof in connection with the enforcement or preservation of its rights hereunder or under any document or instrument executed in connection herewith. Borrower expressly and irrevocably waives notice of dishonor or default as well as presentment, protest, demand and notice of any kind in connection herewith. If there shall be more than one person or entity constituting Borrower, each of them shall be primarily, jointly and severally liable for all obligations hereunder.

10. SETOFF.

**except for escrow or fiduciary accounts*
At any time and without notice of any kind, any account, deposit or other indebtedness owing by Lender to Borrower, and any securities or other property of Borrower delivered to or left in the possession of Lender or its nominee or bailee, may be set off against and applied in payment of any obligation hereunder, whether due or not.

11. NOTICES.

All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mail, postage prepaid, addressed if to Lender, to its main banking office indicated above (Attention: Division Head, Private Banking Division), and if to Borrower to its address set forth below, or to such other address as may be hereafter designated in writing by the respective parties hereto or, as to Borrower, may appear in Lender's records.

12. MISCELLANEOUS.

This Note and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are contained are references to this Note. This Note shall bind Borrower, its heirs, trustees (including without limitation successor and replacement trustees), executors, personal representatives, successors

13. WAIVER OF JURY TRIAL, ETC.

BORROWER HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS NOTE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER COOK COUNTY, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED IN OR HAVING JURISDICTION OVER SUCH COUNTY, AND HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REQUEST OR DEMAND TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

See Rider attached hereto and incorporated herein by reference.

Lender is hereby authorized by Borrower without notice to Borrower to fill in any blank spaces and dates and strike inapplicable terms herein or in any related document to conform to the terms upon which the Loan evidenced hereby is or may be made, for which purpose Lender shall be deemed to have been granted an irrevocable power of attorney coupled with an interest.

Address for Notices:

875 North Michigan Avenue

Chicago, Illinois 60611

Attention: Mark Goodman

Mark A. Goodman & Associates, Inc.

By: Mark A. Goodman
Mark A. Goodman

Title: President

Payment of this Note is personally guaranteed by the undersigned.

Mark Goodman
Mark Goodman

JoAnne Goodman
JoAnne Goodman

CLERK OF COOK COUNTY Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3 (EXCEPTING FROM SAID LOT 3 THAT PART OF THE BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF LOT AFORESAID 54 FEET SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST OF THE WESTERLY TERMINUS THEREOF; THENCE NORTH 68 DEGREES 37 MINUTES 40 SECONDS WEST 54.0 FEET TO THE SOUTH WEST CORNER OF LOT 3 AFORESAID; THENCE NORTH 11 DEGREES 20 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF LOT 3 AFORESAID 40 FEET; THENCE SOUTH 60 DEGREES 50 MINUTES 46 SECONDS EAST 49.0 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 17 SECONDS WEST 35.03 FEET TO THE POINT OF BEGINNING) IN CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN ROCKGATE COLONY, BEING A RESUBDIVISION OF LOT 2 IN STERN'S SUBDIVISION OF LOT "B" IN THE SUBDIVISION OF LOTS 1, 2, 3, AND 4 AND THE SOUTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTH WEST 1/4 OF SAID SECTION 6 IN COOK COUNTY, ILLINOIS
ALSO

THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF LOT 2 AFORESAID 95.57 FEET NORTHWESTERLY OF THE EASTERLY TERMINUS THEREOF; THENCE SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST 34.30 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 30 DEGREES 57 MINUTES 42 SECONDS EAST 8.10 FEET TO ANOTHER ANGLE POINT THEREIN; THENCE NORTH 59 DEGREES 02 MINUTES 18 SECONDS EAST 6.25 FEET TO ANOTHER ANGLE POINT THEREIN; THENCE SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST 51.04 FEET TO THE EAST TERMINUS OF THE NORTHEASTERLY LINE OF LOT 2 AFORESAID; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 15.0 FEET FOR A DISTANCE OF 18.59 FEET TO A POINT OF TANGENCY IN THE SOUTH EASTERLY LINE OF LOT 2 AFORESAID; THENCE SOUTH 31 DEGREES 09 MINUTES 07 SECONDS WEST ALONG SAID SOUTH EASTERLY LINE OF 20.0 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 00 SECONDS WEST 105.82 FEET TO THE POINT OF BEGINNING OF THE CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN ROCKGATE COLONY BEING A RESUBDIVISION OF LOT 2 IN STERN'S SUBDIVISION OF LOT "B" IN THE SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE SOUTH 24.70 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH 24.70 FEET OF THE EAST 320.25 FEET OF THE SOUTH WEST 1/4 OF SAID SECTION 6 AFORESAID IN COOK COUNTY, ILLINOIS.

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