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COOK COUNTY, ILLINOIS
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Wells Fargo Realty Advisors Funding, Incorporated
Three First National Plaza, Suite 460
Chicago, Illinois 60602

1991 BULK

This Contingent Interest Mortgage, Security Agreement and Assignment of Leases and Rents is to be prior and superior to that certain First Amended and Restated Mortgage, Security Agreement and Assignment of Leases and Rents of even date herewith between Mortgagor and Mortgagee being recorded concurrently herewith.

Property

CONTINGENT INTEREST MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS CONTINGENT INTEREST MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "Mortgage") is made as of December 31, 1993, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association ("Trustee"), not personally, but as trustee under that certain Trust Agreement dated March 1, 1987 (the "Trust Agreement"), and known as Trust No. 101496-07 (the "Trust"), BEAPLAND VISTAS, INC., an Illinois corporation ("Beneficiary"), and FORD CITY ASSOCIATES, an Illinois limited partnership ("Borrower") (Trustee, Beneficiary and Borrower are hereinafter sometimes called "Mortgagor") to WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation (hereinafter called "Mortgagee").

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WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain First Amended and Restated Promissory Note Secured by Mortgage (the "Amended Note") which is secured by that certain First Amended and Restated Mortgage, Security Agreement and Assignment of Leases and Rents by Mortgagor in favor of Mortgagee (the "Amended Mortgage") both of even date herewith; and

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Contingent Interest Promissory Note Secured by Mortgage (the "Contingent Interest Note") of even date herewith payable to Mortgagee in the amount as determined therein and evidencing Mortgagee's obligation to pay contingent interest ("Contingent Interest") based upon the net cash flow of the Mortgaged Property (as hereinafter defined) with respect to the loan evidenced by the Amended Note (the "Loan");

This instrument prepared by:

David D. Gregg, Esq.
Latham & Watkins
5800 Sears Tower
Chicago, Illinois 60606

*Box 333
LISZEWSKI
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MORTGAGOR HEREBY MORTGAGES AND CONVEYS TO MORTGAGEE all that certain property and all buildings and all other improvements now thereon or hereafter constructed thereon (the "Premises") situated in the County of Cook, State of Illinois, described in Exhibit "A" attached hereto and by this reference incorporated herein, subject only to the liens and encumbrances (the "Permitted Encumbrances") described in Exhibit "B" attached hereto and by this reference incorporated herein.

TOGETHER WITH all of the following which, with the Premises, are (except where the context otherwise requires) herein collectively called the "Mortgaged Property":

- (a) All appurtenances and all estate, rights and privileges of Mortgagor in and to the Premises;
- (b) Any and all water and water rights, ditch, and ditch rights, reservoir and reservoir rights, stock or interests in water, irrigation or ditch companies, royalties, minerals, oil and gas rights, lease or leasehold interests owned by Mortgagor, now or hereafter used or useful in connection with, appurtenant to or related to the Premises.
- (c) All right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, now or hereafter used in connection with the Premises;
- (d) Subject to the rights of Mortgagee under paragraph A.8 hereof, all fixtures, equipment, construction materials and other articles of personal property now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon or used in connection with the Premises;
- (e) Subject to the rights of Mortgagee under paragraph A.7 hereof, all of the Leases and Rents (as defined in Paragraph A.7 hereof);
- (f) Subject to the rights of Mortgagee under paragraph A.2 and A.3 hereof, any and all awards, payments or other amounts including interest thereon, which may be made with respect to the Mortgaged Property as a result of injury to or decrease in the value of the Mortgaged Property or as a result of the exercise of the right of eminent domain.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular of the rights, privileges, tenements, hereditaments and appurtenances thereto in any way incident or belonging unto Mortgagee and to its successors and assigns forever.

FOR THE PURPOSE OF SECURING, in such order of priority as Mortgagee may elect the following (the "Indebtedness"):

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(1) Payment of all amounts owing under the Contingent Interest Note, and any and all extensions, modifications, substitutions or renewals thereof, and the performance and discharge of each and every obligation of Mortgagor set forth in the Contingent Interest Note, including without limitation payment of all fees and expenses payable to Mortgagee pursuant thereto;

(2) Payment to Mortgagee of all other sums, with interest thereon, becoming due or payable under the provisions hereof, and the provisions of any and all other instruments, agreements and documents executed by Mortgagor or any other person or party and delivered to or for the benefit of Mortgagee in connection with the Loan (such other instruments, agreements and documents, including without limitation any assignment of leases or rents, or both, and any guarantees, together with the Contingent Interest Note and this Mortgage are sometimes hereinafter collectively referred to as the "Loan Documents");

(3) Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Mortgagor contained herein or in any of the other Loan Documents;

(4) The payment of such additional sums with interest thereon as may be hereafter borrowed from Mortgagee, its successors or assigns, by the then record owner or owners of the Mortgaged Property when evidenced by another promissory note or notes, which by the terms thereof is or are secured by this Mortgage; and

(5) The payment and performance of any and all other indebtedness, obligations and liabilities of any kind, of Mortgagor to Mortgagee, now or hereafter existing, absolute or contingent, joint and/or several, due or not due, secured or unsecured, or direct or indirect, including indebtedness, obligations and liabilities to Mortgagee of Mortgagor as a member of any partnership, syndicate or association or other group and whether incurred by Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise, and any obligations which give rise to an equitable remedy for breach of performance if such breach gives rise to an obligation by Mortgagor to pay Mortgagee, provided that any such indebtedness, obligation or liability contains a written provision that it is to be so secured by this Mortgage and is executed by the then record owner or owners of the Mortgaged Property for the purpose of acknowledging its or their assent to the securing of such indebtedness, obligation or liability by this Mortgage.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed Twenty Million Dollars (\$20,000,000).

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A. PROVISIONS RELATING TO THE MORTGAGED PROPERTY

A.1 Taxes, Governmental Claims and Other Liens.

(a) Mortgagor agrees to pay or cause to be paid, prior to the date they would become delinquent if not paid, any and all taxes, assessments and governmental charges whatsoever levied upon or assessed or charged against the Mortgaged Property, including all water and sewer taxes, assessments and other charges, fines, impositions and rents, if any. If requested by Mortgagee, Mortgagor shall give to Mortgagee a receipt or receipts, or certified copies thereof, evidencing every such payment by Mortgagor, not later than forty-five (45) days after such payment is made. Notwithstanding the foregoing provisions of this Paragraph A.1, nothing herein contained shall require Mortgagor to pay any taxes, assessments or governmental charges which Mortgagor in good faith disputes and which Mortgagor, at its own expense, is currently and diligently contesting; provided, however, that applicable law allows non-payment thereof during the pendency of such contest, and provided further that Mortgagor complies with the provisions of Paragraph A.1(c) hereof.

(b) Mortgagor also agrees to pay, satisfy and obtain the release of all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property or any part thereof, and all costs, charges, interest and penalties on account thereof, including without limitation the claims or stop notices of all persons supplying labor or materials to the Mortgaged Property, and to give Mortgagee, upon demand, evidence reasonably satisfactory to Mortgagee of the payment, satisfaction or release thereof. Notwithstanding the foregoing provisions of this Paragraph A.1(b), nothing herein contained shall require Mortgagor to pay any claims, liens, or encumbrances which Mortgagor in good faith disputes and which Mortgagor, at its own expense, is currently and diligently contesting; provided that Mortgagor complies with the provisions of Paragraph A.1(c) hereof.

(c) Mortgagor shall not be required to pay any taxes, claims or governmental charges, or claims, liens or encumbrances being contested in accordance with the provisions of Paragraph A.1(a) or A.1(b) hereof, as the case may be, provided that Mortgagor shall diligently prosecute such dispute or contest to a prompt determination in a manner not prejudicial to Mortgagee and pay all amounts ultimately determined to be owing; and provided further that if the amount of such taxes, assessment or governmental charge or claim, lien or encumbrance that is disputed or contested by Mortgagor or the sum of such amount and the amounts of all other such taxes, assessments, governmental charges, claims, liens or encumbrances that have not been paid or discharged is greater than One Hundred Thousand Dollars

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(\$100,000), then Mortgagor shall, upon commencement of proceedings to contest such taxes, assessments or governmental charges, or within thirty (30) days after filing of such claim, lien or encumbrance, if required by Mortgagee, either (i) obtain and record a surety bond sufficient to release such taxes, assessments or governmental charges or claims, liens or encumbrances, if permitted under applicable law, or (ii) deposit with Mortgagee in cash, or instruments reasonably satisfactory to Mortgagee, such amount as Mortgagee reasonably shall require up to 150% of the amount of such taxes, assessments or governmental charges or claims, liens, encumbrances or other sums in controversy, or provide Mortgagee with evidence reasonably satisfactory to Mortgagee that other funds in such amount are available on a basis reasonably acceptable to Mortgagee. Any amounts so deposited shall be placed in an interest bearing account controlled by Mortgagee. If Mortgagor shall fail to pay any such taxes, assessments or governmental charges or any such claim, lien or encumbrance or to proceed diligently to prosecute such dispute or contest as provided herein, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, by applying thereto such amounts or instruments or otherwise. The payment by Mortgagee of any delinquent tax, assessment or governmental charge, or any claim, lien or encumbrance which Mortgagee in good faith believes might be prior hereto, shall be conclusive between the parties as to the legality and amount so paid. Mortgagee shall be subrogated to all rights, equities and liens discharged by any such expenditure. Upon satisfaction or discharge of such contested taxes, assessments, governmental charges, claims, liens or encumbrances, Mortgagee shall, provided that no Default hereunder has theretofore occurred, return the cash or instruments so deposited and any interest that has accrued thereon, to the extent that such cash, instruments and interest is not applied to the satisfaction or discharge of such taxes, assessments, governmental charges, claims, liens or encumbrances, to Mortgagor.

A.2 Insurance. Mortgagor agrees to keep the Mortgaged Property insured against loss or damage by fire with extended coverage, and, at Mortgagee's request, against any other risks or hazards which in the reasonable opinion of Mortgagee should be insured against, to the amount of the full insurable value thereof on a replacement-cost basis (or less in the discretion of Mortgagee) with a company or companies and in such form and with such endorsements as may be reasonably approved or required by Mortgagee. Subject to the rights of the mortgagee under the First Mortgage (as hereinafter defined), loss under all such insurance in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000) shall be payable to Mortgagee in accordance with the application and distribution of proceeds principles set forth in this Paragraph A.2, and all such insurance policies shall be endorsed with a standard, non-contributory mortgagee's clause in favor of Mortgagee. Mortgagor shall also carry public liability

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insurance, in such form, amount and with such companies as may be reasonably approved by Mortgagee may from time to time require, naming Mortgagee as an additional insured. The policy or policies evidencing all insurance referred to in this Paragraph A.2 or certificates of such insurance satisfactory to Mortgagee shall be delivered to and held by Mortgagee. All such insurance policies shall contain a provision requiring at least thirty (30) days' notice to Mortgagee prior to any cancellation or modification. At least fifteen (15) days before expiration of such policies, Mortgagor shall renew such policies and give Mortgagee satisfactory evidence of such renewal and payment.

If Mortgagee has not received such evidence by such time or within five (5) days after written notice to Mortgagor from Mortgagee that such evidence has not been received, then Mortgagee shall have the right, but shall not be obligated, without prior notice to Mortgagor (but shall thereafter promptly notify Mortgagor), to obtain such insurance and the cost of such insurance shall be reimbursed by Mortgagor to Mortgagee as provided in Paragraph C.3 hereof. The payment by Mortgagee of any insurance premium for insurance which Mortgagor is obligated to provide hereunder but which Mortgagee in good faith believes has not been supplied, shall be conclusive between the parties as to the legality and amounts so paid. Mortgagor agrees to pay all premiums on such insurance as they become due, and will not permit any condition to exist on or with respect to the Mortgaged Property which would wholly or partially invalidate any insurance thereon.

Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any such insurance, incur any liability for the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses, and Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, thereunder. Mortgagor hereby absolutely assigns and transfers to Mortgagee all of Mortgagor's right, title and interest in and to all such policies and any unearned premiums paid thereon and Mortgagee shall have the right, but not the obligation, to assign any then existing claims under the same to any purchaser of the mortgaged Property at any foreclosure sale; provided, however, that so long as no Default exists hereunder and no failure by Mortgagor to pay any amount payable hereunder or under any of the other Loan Documents, whether or not such amount is payable to Mortgagee, has occurred, which failure, with notice, or lapse of time, or both, would constitute a Default hereunder (a "monetary default"), Mortgagor shall have the right under a license granted hereby, and Mortgagee hereby grants to Mortgagor a license, to exercise rights under said policies and in and to said premiums subject to the provisions of this Mortgage. Said license shall be revoked automatically upon the occurrence of a Default hereunder or a monetary default, but only for the duration of such monetary default provided that such monetary default, with

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notice or lapse of time or both, has not become a Default. The requirements of Mortgagee for insurance under the provisions of this Paragraph A.2 may be modified or amended in whole or in part by Mortgagee, in its reasonable discretion, and Mortgagor agrees, upon any expiration of any existing policy or policies of insurance, to provide a replacement policy or policies which shall meet such amended or modified insurance standards. In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and Mortgagee. Subject to the rights of the mortgagee under the First Mortgage, with respect to any loss in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000), Mortgagor hereby authorizes and empowers Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion as attorney-in-fact for Mortgagor, to pay premiums, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided, however, that so long as no Default or monetary default has occurred and is continuing, Mortgagee shall not settle any such insurance claim without the prior consent of Mortgagor. Mortgagor further authorizes Mortgagee to hold the balance of such proceeds to be used to reimburse Mortgagor for the costs of reconstruction, restoration or repair (hereafter in this Paragraph A.2 referred to as "reconstruction") of the Mortgaged Property and to disburse and apply such proceeds as provided in this Paragraph A.2. Mortgagee shall hold the balance of any proceeds actually received by Mortgagee in an interest bearing account (for purposes of this Paragraph A.2, the "Reconstruction Account") and until expended in connection with the reconstruction of the Mortgaged Property or otherwise applied or paid to Mortgagor in accordance with the provisions of this paragraph A.2, Mortgagor agrees that all such proceeds so held by Mortgagee shall constitute additional security for the payment of the Indebtedness secured hereby. Such proceeds shall be paid by Mortgagee to, or as directed by, Mortgagor from time to time during the course of reconstruction, upon receipt of evidence reasonably satisfactory to Mortgagee that (i) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested payment) in connection with the reconstruction have been paid for in full, (ii) there exists no notices of intention, mechanics or other liens or encumbrances on the Mortgaged Property arising out of the reconstruction, (iii) the balance of such proceeds plus the balance of any deficiency deposits made by Mortgagor pursuant to the provisions of this Paragraph A.2 hereinafter set forth or other funds (including funds deposited with the mortgagee under the First Mortgage pursuant to the terms of the First Mortgage) available on a basis reasonably acceptable to Mortgagee shall be sufficient to pay in full the balance of the cost of the reconstruction. If at any time, such proceeds, or the undisbursed balance thereof, shall not, in the reasonable opinion of Mortgagee, be sufficient to pay in full the balance of

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the costs which will be incurred in connection with the completion of the reconstruction, Mortgagor shall (i) deposit the deficiency with Mortgagee in the Reconstruction Account before any further disbursement of such proceeds shall be made, which deficiency deposit shall be disbursed for costs actually incurred in connection with the reconstruction on the same conditions applicable to such proceeds or (ii) provide Mortgagee with evidence reasonably satisfactory to Mortgagee that funds (including funds deposited with the mortgagee under the First Mortgage pursuant to the terms of the First Mortgage) are otherwise available on a basis reasonably acceptable to Mortgagee and that such funds will be sufficient to complete the reconstruction. Any such deficiency deposit, until disbursed pursuant to this paragraph A.2 shall constitute additional security for the payment of the Indebtedness. Unless insurance proceeds that Mortgagor is then entitled to receive are not made available to pay or reimburse Mortgagor for the cost of reconstruction, the Mortgaged Property shall be promptly and diligently restored by Mortgagor in a good and workmanlike manner to the equivalent of its condition immediately prior to the casualty in accordance with the original plans and specifications or to such other condition as Mortgagee may reasonably approve in writing, and any proceeds actually received by Mortgagee and not required to reconstruct the Mortgaged Property shall be delivered to Mortgagor after expiration of the lien period for the work of reconstruction. Anything herein to the contrary notwithstanding, if a Default exists at the time of or after any such damage or destruction of the Mortgaged Property, then, at Mortgagee's option, Mortgagee may apply the balance of such proceeds to the payment of the sums secured by this Mortgage, and any such application shall be in such order as Mortgagee may determine. After so applying such insurance proceeds, any proceeds thereafter remaining shall promptly be paid to Mortgagor. The foregoing provisions of this paragraph A.2 and the provisions of paragraph C.1 hereof relating to Defaults to the contrary notwithstanding, it shall not be a Default under this Mortgage if (a) the aforementioned insurance proceeds are unavailable to Mortgagee because they have been received by the mortgagee under the First Mortgage pursuant to terms of the First Mortgage, and (b) such proceeds are used to restore the Mortgaged Property to the equivalent of its condition immediately prior to the casualty, or to such other condition as Mortgagee may reasonably approve in writing, or applied to the indebtedness secured by the First Mortgage if such application is required by the terms of the First Mortgage.

A.3 Condemnation and Other Awards. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Mortgaged Property or any part thereof, Mortgagor shall notify Mortgagee of such fact. Subject to the rights of the mortgagee under the First Mortgage, Mortgagor shall then, if requested by Mortgagee, file or defend its rights thereunder and prosecute the

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same with due diligence to its final disposition and shall cause any awards or settlements in excess of Three Hundred Thousand Dollars (\$300,000) to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceeding but Mortgagee shall be entitled to participate in and to control the same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation; provided, however, that so long as no Default or monetary default has occurred and is continuing, Mortgagee shall not enter into a settlement of such proceeding without the prior consent of Mortgagor. If the Mortgaged Property or any part thereof is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property, if in excess of Three Hundred Thousand Dollars (\$300,000), shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, in trust, subject to the lien and security interest of this Mortgage. Any such award or settlement shall be first applied to reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection of such award or settlement. The balance of such award or settlement shall be held by Mortgagee to be used to reimburse Mortgagor for the costs of rebuilding, reconstruction or repair (hereafter in this paragraph A.3 referred to as "reconstruction") of the Mortgaged Property.

Mortgagee shall hold the balance of such award or settlement in an interest bearing account (for purposes of this paragraph A.3, the "Reconstruction Account") and until expended in connection with the reconstruction of the Mortgaged Property or otherwise applied or paid to Mortgagor in accordance with the provisions of this paragraph A.3, Mortgagor agrees that the balance of such award or settlement so held by Mortgagee shall constitute additional security for the payment of the Indebtedness. Such balance shall be paid by Mortgagee to, or as directed by, Mortgagor from time to time during the course of reconstruction, upon receipt of evidence reasonably satisfactory to Mortgagee that (i) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested payment) in connection with the reconstruction have been paid for in full, (ii) there exists no notices of intention, mechanics or other liens or encumbrances on the Mortgaged Property arising out of the reconstruction, and (iii) the balance of such award or settlement plus the balance of any deficiency deposits made by Mortgagor pursuant to the provisions of this paragraph A.3 hereinafter set forth or other funds (including funds deposited with the mortgagee under the First Mortgage pursuant to the terms of the First Mortgage) available on a basis reasonably acceptable to Mortgagee shall be sufficient to pay in full the balance of the cost of the reconstruction. If

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at any time, such award or settlement, or the undisbursed balance thereof, shall not, in the reasonable opinion of Mortgagee, be sufficient to pay in full the balance of the costs which will be incurred in connection with the completion of the reconstruction, Mortgagor shall (i) deposit the deficiency with Mortgagee in the Reconstruction Account before any further disbursement of such award or settlement shall be made, which deficiency deposit shall be disbursed for costs actually incurred in connection with the reconstruction on the same conditions applicable to such award or settlement or (ii) provide Mortgagee with evidence reasonably satisfactory to Mortgagee that funds (including funds deposited with the mortgagee under the First Mortgage pursuant to the terms of the First Mortgage) are otherwise available on a basis reasonably acceptable to Mortgagee and that such funds will be sufficient to complete the reconstruction. Any such deficiency deposit, until disbursed pursuant to this paragraph A.3 shall constitute additional security for the payment of the Indebtedness. Unless such award or settlement proceeds that Mortgagor is then entitled to receive are not made available to pay or reimburse Mortgagor for the cost of reconstruction, the Mortgaged Property shall be promptly and diligently restored in a good and workmanlike manner to such condition as Mortgagee reasonably may approve in writing, and any award or settlement not required to reconstruct the Mortgaged Property shall be delivered to Mortgagor after expiration of the lien period for the work of reconstruction. Anything herein to the contrary notwithstanding, if a Default exists at the time or after the institution of any such proceeding, then, at Mortgagee's option, Mortgagee may apply the balance of such award or settlement to payment of the sums secured by this mortgage, and any such application shall be in such order as Mortgagee may determine. After so applying such award or settlement any amounts thereafter remaining shall promptly be paid to Mortgagor. The foregoing provisions of this paragraph A.3 and the provisions of paragraph C.1 hereof relating to Defaults to the contrary notwithstanding, it shall not be a Default under this Mortgage if (a) the aforementioned payments are unavailable to Mortgagee because they have been received by the mortgagee under the First Mortgage, and (b) such payments are used to restore the Mortgaged Property to the equivalent of its condition immediately prior to the occurrence of the event giving rise to such payments, or to such other condition as Mortgagee may reasonably approve in writing, or applied to the indebtedness secured by the First Mortgage if such application is required by the terms of the First Mortgage.

A.4 Condition of Mortgaged Property.

(a) Mortgagor agrees to properly care for and keep the Mortgaged Property in good condition and repair. Without the prior written consent of Mortgagee, Mortgagor agrees not to cause or permit any building or improvement which constitutes a part of the Premises to be removed, demolished or altered structurally, in whole or in part, or any fixture or article of personal

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property which constitutes a portion of the Mortgaged Property to be removed, damaged or destroyed unless such personal property is replaced with property of equal value. Mortgagor agrees not to abandon the Premises or leave the Premises unprotected, unguarded, vacant or deserted, and not to cause or permit any waste to the buildings, improvements or fixtures constituting a portion of the Mortgaged Property.

Mortgagor agrees to comply with all laws, ordinances, regulations and governmental orders affecting the Mortgaged Property or requiring any alterations or improvements thereto; not to commit, suffer or permit any act with respect to the Mortgaged Property in violation of law, or of any covenants, conditions or restrictions affecting the Mortgaged Property; to make or cause to be made from time to time all needful or proper replacements, repairs, and renewals; and to do any other act or acts, all in a timely and proper manner, which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the value of the Mortgaged Property. Notwithstanding the foregoing, Mortgagor is obligated to reconstruct the Mortgaged Property or any portion thereof damaged or destroyed by casualty or as a result of any condemnation only as required by and in accordance with and subject to the provisions of Paragraph A.2 hereof in case of casualty and Paragraph A.3 hereof in case of condemnation.

(b) Mortgagor agrees to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Property or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Property; and to not initiate, join in or consent to any change in any restrictive covenant, zoning ordinance or other private or public restriction limiting the uses which may be made of the Mortgaged Property, or any part thereof.

(c) Mortgagor shall at all times keep, observe, comply with, and perform or cause to be performed all of the terms, covenants, conditions and restrictions on Mortgagor's part to be performed contained in any agreements, easements, deeds, licenses, permits, covenants, conditions, restrictions, or other instruments imposing conditions and restrictions on the use and occupancy of the Mortgaged Property or otherwise affecting the Mortgaged Property, and, except for material terms of service agreements executed by Mortgagor in the ordinary course of operating the Mortgaged Property which are, by their terms, cancelable upon no longer than sixty (60) days prior notice, Mortgagor shall not without Mortgagee's prior written consent waive or modify any of the terms of said agreements, easements, covenants, conditions, restrictions, deeds, licenses, permits or

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other instruments or the rights created thereby or cancel or surrender the same or release and discharge any party thereunder. Mortgagor further covenants that it will not do or permit anything to be done, the doing of which, or refrain from doing any thing, the omission of which, will impair or tend to impair the security of this Mortgage or will be grounds for declaring a default under any such document. Mortgagor shall take all reasonably necessary action to effect the performance of all of the obligations of the other parties to and the persons bound by the said agreements, easements, deeds, covenants, conditions, restrictions, permits, licenses and other instruments. Mortgagor shall not give any consents or approvals required or permitted under any such agreements, easements, deeds, covenants, conditions, restrictions, permits, licenses and other instruments, without, in each instance, obtaining the prior written consent of Mortgagee. Mortgagor shall indemnify Mortgagee against all actions, proceedings, costs (including, without limitation, attorneys' fees and disbursements), claims and damages incurred or sustained by it in connection with the non-payment of any charge or the non-observance or non-performance of any of the aforesaid terms, covenants, conditions and restrictions. Mortgagor will promptly give to Mortgagee copies of all notices of any defaults, demands, requests, consents, statements, authorizations, designations, or other communications which it shall give or receive under any of the aforesaid agreements, easements, deeds, covenants, conditions, restrictions, permits, licenses and other instruments.

(d) Mortgagee may, at any reasonable time and without notice to Mortgagor, enter and inspect or protect the Mortgaged Property, in person or by agent, in such manner and to such extent as it may deem necessary.

A.5 Alterations and Additions. Mortgagor agrees that, as to any material alteration, addition, construction or improvement to be made upon the Premises other than improvements by or for the benefit of a Lessee under the terms of any Lease, plans and specifications therefor shall be prepared and shall be subject to Mortgagee's reasonable approval in advance of the commencement of work; once commenced, all work thereunder shall be prosecuted with due diligence; and all construction thereof will be in substantial accordance with the plans and specifications so approved and will comply with all laws, ordinances or regulations made or promulgated by any governmental agency or other lawful authority and with the rules of the applicable Board of Fire Underwriters. Should Mortgagor at any time fail to comply with any notice or demand by any governmental agency involved, which alleges a failure to comply with any such plan, specification, law, ordinance or regulation, such failure shall, at Mortgagee's option, constitute a Default hereunder.

A.6 Status of Title.

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(a) Mortgagor agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto; to appear and defend this Mortgage in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien or security interest of this Mortgage thereon, or any of the rights of Mortgagee hereunder, and to pay all costs and expenses incurred by Mortgagee in or in connection with any such action or proceeding, including reasonable attorneys' fees, whether any such action or proceeding progresses to judgment and whether brought by or against Mortgagee. Mortgagee shall be reimbursed for any such costs and expenses in accordance with the provisions of Paragraph C.3 hereof. Mortgagee may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as may be advised and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as Mortgagee may deem necessary, and Mortgagee shall be reimbursed therefor in accordance with the provisions of Paragraph C.3 hereof.

(b) Save and except for taxes and assessments which are to be paid by Mortgagor as specified herein and the Permitted Encumbrances, Mortgagor will not create or suffer or permit to be created or to exist, subsequent to the date of the execution and delivery of this Mortgage, any lien or encumbrance upon the Mortgaged Property which shall be or may become superior hereto.

(c) The mortgages identified as items 9 and 10 on the Title Report referenced on Exhibit "B" hereto relate only to Lot 4 of the Mortgaged Property. The mortgage identified as item 9 on said title report is referred to herein as the "Exchange Mortgage." The mortgage identified as item 10 on said title report is referred to herein as the "Equitable Mortgage." Mortgagor agrees that it will not agree to modify in any respect either the Exchange Mortgage or the Equitable Mortgage (collectively, the "Prior Mortgages"), and it will not agree to an advance of additional principal sums thereunder in either case without the consent of Mortgagee. Mortgagor shall deliver to Mortgagee a copy of any notice received by Mortgagor with respect to either of the Prior Mortgages within five (5) days of receipt thereof and, except as provided in the last sentence of this paragraph A.6(b), shall cure any default under the Prior Mortgages within ten (10) days of receipt of notice thereof, provided, however, that if such default cannot be cured within a ten (10) day period and the Prior Mortgage permits such extension, the Mortgagor's time for curing the default shall be extended by the period during which it is diligently proceeding to cure such default. If Mortgagor fails to cure any such default as stated above, Mortgagee may thereafter, but shall not be obligated to, cure such default after giving Mortgagor five (5) days' notice of intent to attempt such cure. The time limitations of this Paragraph A.6(b) shall not be extended by any

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cure period otherwise provided in this Mortgage. Notwithstanding the foregoing, if a default occurs with respect to either or both of the Prior Mortgages and Mortgagor does not cure such default, Mortgagor may pay to Mortgagee for application to the next scheduled amortization payment on the Loan the sum of Five Hundred Thousand Dollars (\$500,000) (the "Release Fee") no later than fifteen (15) business days after the date on which the default under the Prior Mortgage permits the Mortgagee thereunder to enforce remedies provided thereunder or at law or in equity, in which event Mortgagor shall have no further responsibility to Mortgagee with respect to the Prior Mortgages (for example, if Mortgagor makes a payment required by this sentence within the time required a default hereunder shall not constitute or lead to a Default under this Mortgage or any other Loan Document) and Mortgagee shall, within thirty (30) days of receipt of the Release Fee from Mortgagor, deliver to Mortgagor an appropriate release relating to Lot 4 of the Mortgaged Property.

(d) Lot 4 of the Mortgaged Property is subject to the ground lease identified as item 7 on the above described title report. Mortgagor shall not amend or otherwise modify such ground lease without the approval of Mortgagee which shall not be unreasonably withheld or delayed.

A.7 Assignment of Rents and Performance of Leases.

(a) Mortgagor hereby absolutely assigns and transfers to Mortgagee the following:

(1) All leases, written or oral, now in existence or hereafter arising and all agreements for the use and occupancy of all or any portion of the Premises, including, without limitation, all leases described or referred to on Exhibit "C" attached hereto and made a part hereof by this reference, together with all the right, power and authority of Mortgagor to alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements, to the extent provided in Paragraph A.7(d) hereof, and together with any and all extensions and renewals thereof and any and all further leases including subleases in which Mortgagor has any interest upon all or any part of the Premises (all of such leases, agreements, subleases and tenancies being hereinafter collectively called the "Leases");

(2) Any and all guaranties of the obligations of the lessees (the "Lessees") under any of such Leases;

(3) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or shall hereafter (whether during any applicable period of redemption, or otherwise) become

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entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Premises or any part thereof, including but not limited to: minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind that Mortgagor may have against any Lessee under any Lease or any subtenants or occupants of the Premises (all such money, rights and claims being hereinafter collectively called the "Rents"), LESS AND EXCEPTING THEREFROM, HOWEVER, any sums which by the express provisions of any Lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under any Lease or any person, firm or corporation which controls or is controlled by or is under common control with the lessor under any Lease.

(b) Provided that there exists no Default or monetary default hereunder, Mortgagor shall have the right under a license granted hereby and Mortgagee hereby grants to Mortgagor a license (but limited by the remedies of Mortgagee set forth herein) to collect, but not more than one month in advance, all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Premises or any part thereof. That portion of such amounts collected that is equal to the amount required to fully discharge all current sums due on the Indebtedness shall be held by Mortgagor only as trustee for the benefit of Mortgagee until payment in full of such then current sums. Mortgagor shall apply the Rents so collected first to payment of any and all amounts due and payable under the First Mortgage and the Loan Documents. Thereafter, so long as no Default or monetary default exists hereunder, Mortgagor may use the Rents in any manner not inconsistent with the Loan Documents. The license granted hereby shall be revoked automatically upon the occurrence of a Default or monetary default hereunder but only for the duration of such monetary default, provided that such monetary default, with notice or lapse of time or both, has not become a Default.

(c) Mortgagor shall (i) observe, perform and discharge duly and punctually all and singular the obligations, terms, covenants, conditions and warranties of the Leases to be observed, performed or discharged by Lessor thereunder, (ii) give prompt notice to Mortgagee of any claim made by any Lessee of any failure on the part of Mortgagor to observe, perform and

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discharge the same, (iii) notify in writing each and every present or future Lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Mortgagor have been retained by Mortgagor or assigned and delivered to Mortgagee, as the case may be, (iv) subject to the provisions of paragraph A.7(d) hereof, enforce, short of termination in the case of any Major Lease (as hereinafter defined), or secure the performance of each and every material obligation, term, covenant, condition and agreement in the Leases to be performed by any Lessee or any guarantor unless, in the case of, and only in the case of, any Lease other than a Major Lease, Mortgagor in the exercise of reasonable business judgment decides not to enforce performance by a Lessee or guarantor (v) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor and any Lessee thereunder, do so in the name and on behalf of Mortgagee upon request by Mortgagee, but at the expense of Mortgagor, and pay all costs and expenses of Mortgagee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Mortgagee may appear, (vi) use its best efforts to keep the Premises leased at prevailing market rental rates, and on reasonable terms and conditions, (vii) deliver to Mortgagee executed copies of all existing Major Leases and Leases of Major Lessees (as hereinafter defined) and, when executed, all future Major Leases and Leases of Major Lessees and, upon request of Mortgagee, all other Leases, (viii) at the request of Mortgagee, transfer and assign such future Leases upon the same terms and conditions as herein contained, and (ix) make, execute and deliver to Mortgagee upon demand and at any time or times, any and all assignments and other documents and instruments which Mortgagee may deem advisable to carry out the true purposes and intent of the assignment set forth in this paragraph A.7.

(d) Unless Mortgagor first obtains the written consent of Mortgagee, Mortgagor shall not (i) cancel, terminate or consent to any surrender of any Major Lease or any Lease of a Major Lessee, except in connection with the execution of a new Lease for not less than substantially the same space at not less than substantially the same rent, having a term that (A) is not less than substantially the same as the remainder of the term of the Lease that is to be cancelled, terminated or surrendered and (B) commences not later than one (1) month after such cancellation, termination or surrender, (ii) commence any action of ejectment or any summary proceedings for dispossession of any Major Lessee under any Lease or any Lessee under any Major Lease or exercise any right of recapture provided in any Major Lease, except in connection with the execution of a new Lease for not less than substantially the same space at not less than substantially the same rent, having a term that (A) is not less than substantially the same as the remainder of the term of the lease that is the subject of such action, proceeding or right of recapture and (B) commences not later than one (1) month after

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such ejectment, dispossession or recapture, (iii) materially modify or alter the terms of any Major Lease or any Lease of a Major Lessee, which would reduce any of the Lessee's obligations with respect to the payment of rent or other amounts payable under such Lease or shorten the term of such Lease, (iv) waive or release any guarantor of any Major Lease from any obligations or conditions to be performed by such guarantor, (v) enter into any Major Lease of any part of the Mortgaged Property, or renew or extend the term of any Major Lease or any Lease of a Major Lessee at a rental less than that previously applicable to such part of the Mortgaged Property, unless an option therefor was originally so reserved by the Lessee and for a fixed and definite rental, (vi) consent to any modification of the express purposes for which the Premises or any portion thereof have been leased under any Major Lease or any Lease of a Major Lessee, (vii) consent to any sublease of all or a substantial portion of the premises demised under a Major Lease or the Leases of a Major Lessee, to any assignment of any Major Lease or any Leases of a Major Lessee covering all or a substantial portion of the premises demised to such Major Lessee by the Lessee thereunder, or to any assignment of or further subletting under any such sublease if such consent would release the Lessee under such Major Lease or such Major Lessee, as the case may be, from its obligations or liability under such Lease, (viii) receive or collect any Rents from any Lessee for a period of more than one month in advance (whether in cash or by evidence of indebtedness), (ix) pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except as required by or pursuant to the First Mortgage, or (x) waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Major Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Major Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein, except for a period no greater than one month. For purposes of this paragraph A.1, a "Major Lease" means each Lease described in Exhibit "D" attached hereto and made a part hereof by this reference and any Lease hereafter executed covering twenty thousand (20,000) square feet of space or more in the Premises and a "Major Lessee" means any Lessee under any such Lease.

(e) Subject to the license described and limited in subparagraph (b) above, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact, coupled with an interest, of Mortgagor, empowered and authorized in the name, place and stead of Mortgagor to demand, sue for, attach, levy, recover and receive all Rents and any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege of cancellation originally provided in such Lease and to give proper receipts, releases and acquittances therefor and after deducting expenses of collection, to apply the net proceeds first, as provided and in the order prescribed by paragraph C.2(a)(i) - (v) hereof, and second, as a credit upon any portion of the

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indebtedness secured hereby selected by Mortgagee notwithstanding the fact that such portion of said indebtedness may not then be due and payable or that such portion of said indebtedness is otherwise adequately secured, and Mortgagor does hereby authorize and direct any such Lessee to deliver such payment to Mortgagee, in accordance with this Mortgage, and Mortgagor hereby ratifies and confirms all that its said attorney, Mortgagee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and, subject to the First Mortgage, such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, so long as any part of the obligations secured hereby or by the Amended Mortgage remain unpaid or undischarged. A Lessee need not inquire into the authority of Mortgagee to collect any Rents, and its obligations to Mortgagor shall be absolutely discharged to the extent of any payment to Mortgagee. Subject to the license described and limited in subparagraph (b) above and the First Mortgage, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact, coupled with an interest, of Mortgagor empowered and authorized in the name and stead of Mortgagor to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of this Mortgage or any other mortgage, deed of trust or security agreement on or to any ground lease of the Premises, or to request or require such subordination, where such reservation, option or authority was reserved to Mortgagor under any such Lease, or in any case where Mortgagor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and, subject to the First Mortgage, such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns so long as any part of the obligations secured hereby remain unpaid or undischarged, and Mortgagor hereby warrants that, except in connection with the First Mortgage, Mortgagor has not, at any time prior to the date hereof, exercised any such rights or assigned the right to do so, which assignment has not been released, and Mortgagor hereby covenants not to exercise any such right to subordinate any such Lease to the lien of this Mortgage or to any other mortgage, deed of trust or security agreement or to any ground lease unless requested to do so by Mortgagee or the mortgagee under the First Mortgage.

(f) So long as the obligations secured hereby remain unpaid and undischarged and unless Mortgagee otherwise consents in writing, the fee and the leasehold estates in and to the Premises shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any Lessee or any third party by purchase or otherwise.

(g) The acceptance by Mortgagee of the assignment provided in this Paragraph A.7, together with all of the rights, powers, privileges and authority created in this paragraph or

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elsewhere in this Mortgage, shall not, prior to entry upon and taking possession of the Premises by Mortgagee, be deemed or construed to constitute Mortgagee a "mortgagee in possession" nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Premises or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by any Lessee and not assigned and delivered to Mortgagee, nor shall Mortgagee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

A.3 Personal Property Security Interest. This Mortgage shall cover all property now or hereafter affixed or attached to or incorporated upon the Premises and now or hereafter owned by Mortgagor or in which Mortgagor now or hereafter has an interest, which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property. In addition, this Mortgage shall cover, and Mortgagor, to the extent of any present or hereafter created rights of Mortgagor in such property, hereby grants to Mortgagee a security interest in: (i) all building materials, fixtures, equipment and other personal property to be incorporated into any improvements constructed on the Premises; (ii) all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings and other personal property which are now or may hereafter be appropriated for use on (whether such items are stored on the Premises or elsewhere), located on, or used in connection with, the Premises; (iii) all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks, arising from or related to the Premises and any business conducted on the Premises by Mortgagor, including without limitation any personal property described in subparagraph (b) on page 2 hereof; and (iv) all replacements and substitutions for, or additions to, all products and proceeds of, and all books, records and files relating to, any of the foregoing. To the extent any property covered by this Mortgage consists of rights in action or personal property covered by the Illinois Uniform Commercial Code, this Mortgage constitutes a Security Agreement and is intended to create a security interest in such property in favor of Mortgagee. The security interest granted in this paragraph A.3 shall secure the payment and performance of the Indebtedness in accordance with the provisions of the Loan Documents and the payment and performance of all other sums and obligations owed by Mortgagor to Mortgagee under the Loan Documents and all other covenants and agreements by Mortgagor in favor of Mortgagee the payment and performance of

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which are secured by the Mortgaged Property. This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Mortgagee may request in order to impose the lien hereof more specifically upon any of such property. If the lien of this Mortgage on any property shall be subject to a prior security agreement covering such property, then in the event of any Default hereunder, all the right, title and interest of Mortgagor in and to any and all deposits made in connection with the transaction whereby such prior security agreement was made is hereby assigned to Mortgagee, together with the benefit of any payments now or hereafter made in connection with such transaction.

(K) Hazardous Substances. As used below, and in any of the other Loan Documents, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, urea formaldehyde insulation, radioactive materials, biological substances and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances, or materials which are included under or regulated by or give rise to any liability under any local, state or federal law, rule, regulation or order relating to the manufacture, storage, use, handling, discharge, transport, disposal, treatment or clean-up of hazardous or toxic substances or materials, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Mortgagor warrants, represents and covenants as follows:

(a) Mortgagor has had performed reasonable investigations, studies and tests as to any environmental contamination, liabilities or problems with respect to the Mortgaged Property, including without limitation, the storage, disposal, presence, discharge or release of any Hazardous Substances at or with respect to the Mortgaged Property, and that except as otherwise disclosed to Mortgagee prior to the date hereof, such investigations, studies, and tests have disclosed no Hazardous Substances or possible violations of any Environmental Laws and no evidence that the Mortgaged Property, or any portion thereof, ever has been used as a landfill or other waste disposal site.

(b) To the best knowledge of Mortgagor, the Mortgaged Property is not subject to any private or governmental lien or judicial or administrative notice or action, threatened or pending, relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the

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Mortgaged Property, or the direct or indirect violation of any Environmental Laws.

(c) To the best knowledge of Mortgagor except as otherwise disclosed to Mortgagee prior to the date hereof, no Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged from (including ground water contamination) the Mortgaged Property and no above or underground storage tanks exist on the Mortgaged Property. Mortgagor shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Mortgaged Property except in compliance with all Environmental Laws and shall comply with all Environmental Laws and other laws relating to environmental matters affecting the Mortgaged Property.

(d) Mortgagor shall immediately notify Mortgagee should Mortgagor become aware of (i) any Hazardous Substance or other environmental problem or liability with respect to the Mortgaged Property, or (ii) any lien, action, or notice of the nature described in subparagraph (b) above. Mortgagor shall, at its own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Mortgaged Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner reasonably satisfactory to Mortgagee), and shall further pay or cause to be paid at no expense to Mortgagee all clean-up, administrative, and enforcement costs of applicable government agencies which may be asserted against the Mortgaged Property or the owner thereof, which costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including reasonable attorneys' fees and disbursements) which are incurred by Mortgagee, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding (except as provided in the next succeeding sentence), shall be paid by Mortgagor to Mortgagee as incurred within ten (10) days after notice from Mortgagee itemizing the amounts incurred to the date of such notice. With respect to any action or proceeding relating to any Environmental Law, if a Default does not then exist, any delay in commencing or responding to such action or proceeding does not prejudice the rights of Mortgagee or subject Mortgagee to any increased liability, and Mortgagor or any of its affiliates is not an adverse party in such action or proceeding, Mortgagee shall give Mortgagor notice of its intention to commence, appear in or defend such action or proceeding and Mortgagor shall have five (5) days after such notice to propose to Mortgagee the form and nature of Mortgagee's representation in such action or proceeding, which Mortgagee may accept or reject in its reasonable discretion. The foregoing notice and Mortgagee's decision to accept or reject shall not limit or prejudice Mortgagee's rights to payments or indemnification provided in this Mortgage.

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All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until the Loan and all other Indebtedness has been paid in full and any limitations period expires. Mortgagor's covenants above shall survive any exercise of any remedy by Mortgagee under the Loan Documents, including foreclosure of the Loan (or deed in lieu thereof), even if, as a part of such foreclosure or deed in lieu of foreclosure, the Loan and all other Indebtedness is satisfied in full. It shall, at the option of Mortgagee, be a Default hereunder should any of the representations or warranties be or become untrue or misleading or should the Mortgaged Property, become subject to any claim, notice or action of a nature described in subparagraph (b) above. In addition to all other remedies that Mortgagee may have as a result of a Default, Mortgagee may accelerate payment of the Loan as provided in paragraph C.2 hereof.

A.11 Taxation.

(a) In the event of the passage after the date of this Mortgage of any law of the State of Illinois deducting from the value of land for the purposes of taxation of any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes so as to impose a tax upon or otherwise to affect this Mortgage, then in any such event, the indebtedness secured hereby, at the option of Mortgagee and upon thirty (30) days prior written notice, shall become immediately due, payable and collectible; provided, however, said option and right shall be unavailing, no default shall have occurred hereunder, and the Contingent Interest Note and this Mortgage shall remain in effect in any event, if Mortgagor lawfully may pay all such taxes, assessments and charges, including interest and penalties thereon, to or for Mortgagee and does in fact pay same when so payable.

(b) If at any time the United States Government, or any other governmental subdivision shall require internal revenue or other documentary stamps hereon or on the Contingent Interest Note or shall require payment of the United States Interest Equalization Tax or similar tax upon the obligation secured hereby, then the same shall constitute a default hereunder and the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee sixty (60) days after the mailing of notice of such election to Mortgagor; provided, however, said election and the right to elect shall be unavailing, no default shall have occurred and this Mortgage and the Contingent Interest Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon; provided further however, that if, in Mortgagee's

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opinion the lien or priority of this Mortgage may be impaired, then in such event the sixty (60) day period referred to above shall be reduced to a thirty (30) day period. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, evidence of citizenship and such other evidence as may be required by any governmental agency having jurisdiction in order to determine whether the obligation secured hereby is subject to or exempt from any such tax. In the event Mortgagor shall fail or refuse to pay within fifteen (15) days of demand by Mortgagee, the sum necessary to pay such tax, Mortgagee may pay the same and the accumulated amounts shall be considered an additional advance and shall be secured by this Mortgage under the terms hereof.

B. REPRESENTATIONS AND WARRANTIES; GENERAL PROVISIONS; COVENANTS

B.1. Representations and Warranties of Mortgagor. As a material inducement to Mortgagee to enter into the transaction evidenced and secured by the Loan Documents, Mortgagor hereby represents and warrants as of this date hereof as follows:

(a) If Mortgagor or any signatory who signs on its behalf is a corporation, partnership, or trust, it is a corporation duly incorporated, or a partnership or trust duly organized and validly existing under the laws of the state of its incorporation or organization and duly qualified to do business in the State of Illinois, with requisite power and authority to (i) incur the Indebtedness; (ii) grant this Mortgage, and (iii) enter into any other instruments executed and delivered to Mortgagee concurrently herewith, and that it is in good standing in all such states;

(b) This Mortgage, the Contingent Interest Note, and all other Loan Documents were executed in accordance with the requirements of law and, if Mortgagor or any signatory who signs on its behalf is a corporation, partnership, or trust, in accordance with any requirements of its articles of incorporation, articles of partnership, or declaration of trust, and any amendments thereto;

(c) The execution of this Mortgage and all other Loan Documents, and the full and complete performance of the provisions thereof, are authorized by its bylaws, articles of partnership, or declaration of trust, or a resolution of its board of directors or partners or trustees if Mortgagor or any signatory who signs on its behalf is a corporation, partnership, or trust, and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained in any of the Loan Documents) upon any property or assets of Mortgagor under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument or agreement to which Mortgagor is a party or by which Mortgagor is bound or, if applicable, under Mortgagor's

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articles of incorporation, bylaws, articles of partnership, or declaration of trust;

(d) Mortgagor is the sole legal and beneficial owner of the Mortgaged Property free and clear, to the best of Mortgagor's knowledge, of all claims, liens and encumbrances other than the Permitted Encumbrances;

(e) Except as disclosed in writing to Mortgagee and in any estoppel certificates delivered to Mortgagee prior to the date hereof, Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Leases on Mortgagor's part to be kept, observed and performed; and to the best knowledge of Mortgagor, the Lessees thereunder are not in default of any of the terms or provisions of the respective Leases;

(f) The Leases are valid and unmodified except as specified in Exhibit "C" and are in full force and effect; Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due except under or in connection with the First Mortgage or under instruments that have been released of record; the Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than one month in advance, waived or released, discounted, set off or otherwise discharged or compromised except as set forth in the Leases; Mortgagor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents other than the security deposits provided for in the Leases; Mortgagor has not received any bona fide and acceptable offer to purchase the Premises or any part thereof which would in any way affect any right or option of first refusal to purchase all or any portion of the Premises now contained in any Lease;

(g) Any and all balance sheets, statements of income or loss, reconciliation of surplus and financial data of any other kind heretofore furnished Mortgagee by or on behalf of Mortgagor are true and correct in all material respects, have been prepared in accordance with accounting principles consistently applied and consistent with such statements previously supplied to Mortgagee (unless any change in such principles has been approved by Mortgagee which approval shall not be unreasonably withheld or delayed) and fully and accurately present the financial condition of the subjects thereof as of the dates thereof and no material adverse change has occurred in the financial condition reflected therein since the dates of the most recent thereof;

(h) Except as may be otherwise set forth in any exhibit attached hereto, there are no actions, suits or

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proceedings of a material nature pending, or to the knowledge of Mortgagor threatened against or affecting Mortgagor, any guarantor of the Loan or other Indebtedness ("Guarantor") or the Mortgaged Property that, if adversely determined, would materially and adversely affect the financial condition of Borrower, or involving the validity or enforceability of this Mortgage or the priority of the lien and security interest created hereby, and no event has occurred (including specifically Mortgagor's execution of the Loan Documents and its consummation of the transactions contemplated thereby) which will violate, be in conflict with, result in the breach of or constitute (with or without due notice or lapse of time or both) a Default under, any Legal Requirement, as defined in paragraph B.3 hereof, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the Mortgaged Property other than the liens and security interests created by or otherwise permitted by the Loan Documents;

(i) The Loan is not usurious under any applicable state or federal law;

(j) Each Loan Document constitutes a legal and binding obligation of, and is valid and enforceable against, Mortgagor (or its applicable affiliate) and the Mortgaged Property (as the case may be) in accordance with the terms thereof and is not subject to any defenses or setoffs; and

(k) Except as disclosed in writing to Mortgagee on or before the date hereof, on Exhibit E attached hereto and made a part hereof, a subdivision has been effected with respect to the Premises so that the Premises are taxed separately without regard to any other property, and so that for all purposes the Premises may be mortgaged, conveyed and otherwise dealt with as separate lots or parcels.

B.2 Nature of Representations and Warranties. The representations and warranties made in paragraph B.1 hereof are made and given as of the date of execution of this Mortgage and shall survive so long as any of Mortgagor's obligations hereunder have not been satisfied and/or the Indebtedness or any part thereof shall remain outstanding, and for any applicable statute of limitations period thereafter. All representations and warranties made in this Mortgage or in any certificate or other document delivered to Mortgagee by or on behalf of Mortgagor or any Guarantor pursuant to or in connection with this Mortgage shall be deemed to have been relied upon by Mortgagee notwithstanding any investigation heretofore or hereafter made by Mortgagee or on its behalf. The representations and warranties contained herein which are made to the best knowledge and belief of Mortgagor have been made after diligent inquiry calculated to ascertain the truth and accuracy of the subject matter of each of such representations and warranties. All of such representations and warranties are true and correct in all material respects and

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do not contain untrue statements of a material fact or omit any material fact necessary to make such representations and warranties not misleading.

B.3 Legal Requirements. "Legal Requirements" shall mean (i) any and all judicial decisions, statutes, rulings, directions, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Mortgagor, any Guarantor or the Mortgaged Property, including without limitation the ownership, division, use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction thereof, (ii) Mortgagor's or any Guarantor's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, and (iii) any and all contracts (written or oral) of any nature (other than Leases) that relate, in any way, to the Mortgaged Property and to which Mortgagor or any Guarantor may be bound.

B.4 Non-Waiver. No waiver of any Default or breach by Mortgagor hereunder or under any of the other Loan Documents shall be implied from any omission by Mortgagee to take action on account of such Default or breach, and no express waiver shall affect any Default or breach other than the Default or breach specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. A waiver of any covenant, term or condition contained herein or in any of the other Loan Documents shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay said entire sum then due shall be and continue to be a Default notwithstanding such acceptance of such amount on account, as aforesaid, and Mortgagee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Mortgage conferred upon Mortgagee upon the occurrence of a Default. Consent by Mortgagee to any transaction or action that is subject to consent or approval of Mortgagee hereunder or under any of the other Loan Documents shall not be deemed a waiver of the right to require such consent or approval to future or successive transactions or actions.

B.5 Covenants. Mortgagor covenants and agrees as follows:

(a) On or before March 31, 1994, Mortgagor shall have taken or caused to be taken all actions necessary in order for the representation and warranty set forth in paragraph B.1(k) to

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be true and correct without giving effect to the disclosure referenced therein.

(b) Within 10 days of Mortgagee's request therefor, which request shall be made no earlier than ninety (90) days after the date hereof, Mortgagor shall procure such interest rate protection arrangements with respect to the Loan as shall be reasonably acceptable to Mortgagee.

B.6 Definitions. The term "Mortgagee" means the original Mortgagee hereunder, or any future owner and holder, including pledgees, of the Note and the term "Mortgagor" means the original Mortgagor hereunder and/or any subsequent owner or owners of the Mortgaged Property. All obligations of each Mortgagor hereunder are joint and several, and this Mortgage in all its parts applies to and binds the heirs, administrators, executors, successors and assigns of all and each of the parties hereto. If Mortgagor is two or more entities or persons, the term "Mortgagor" as used herein shall refer to them collectively as well as individually unless the context clearly indicates a contrary intent.

B.7 Financial Statements and Other Disclosures. Mortgagor shall, at its expense, furnish Mortgagee annually, within ninety (90) days after the close of each of Mortgagor's fiscal years, a balance sheet for such fiscal year, in such reasonable detail as Mortgagee may request, setting forth the financial condition and the income and expenses of both Mortgagor and of the Mortgaged Property for such fiscal year and a certificate executed by Mortgagor certifying that such financial statement has been prepared in accordance with sound accounting principles applied on a consistent basis and consistent with such statements previously supplied to Mortgagee (unless any change in such principles has been approved by Mortgagee which approval shall not be unreasonably withheld or delayed) and fairly presents Mortgagor's financial condition as of the date thereof and the results of Mortgagor's operations for the period covered hereby. Mortgagor also shall furnish to Mortgagee, at Mortgagor's expense, within 30 days after each quarter a summary of income and expenses with respect to the Mortgaged Property for such quarter. Upon Mortgagee's request, Mortgagor shall furnish Mortgagee with convenient facilities and all books and records necessary for an audit of such statements. At any time and from time to time, Mortgagor shall deliver to Mortgagee such other financial data as Mortgagee reasonably shall request with respect to ownership, maintenance, use and operation of the Mortgaged Property and/or a written statement identifying all Leases by the Lessee, the term, the space occupied, the rental or other payment required thereunder and any security deposit paid as to each such Lease. Mortgagor shall deliver to Mortgagee promptly any amendments to its governing documents if Mortgagor is a corporation, partnership, joint venture or trust. Mortgagor

shall notify Mortgagee immediately of any material adverse change in its financial condition or business prospects.

B.8 Amendment. No alteration or amendment of this Mortgage, the Note or any of the other Loan Documents shall be effective unless in writing and signed by the parties sought to be charged or bound thereby.

B.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois except to the extent preempted by United States federal law.

B.10 Statement Fee. For any statement requested by Mortgagor regarding the obligations secured hereby, or regarding the amounts held in any trust or reserve fund established hereunder, excluding pay off letters or information respecting interest rates or the determination or calculation of interest rates, Mortgagee may charge a reasonable fee, not to exceed the maximum amount permitted by law at the time of the request therefor.

B.11 Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Mortgage shall be in writing and shall be considered as properly given when personally served, three (3) days after being placed in the United States mail, postage prepaid, registered or certified and properly addressed, or one (1) business day after prepaid deposit for overnight delivery with a nationally recognized courier service. For purposes of notice, the addresses of the parties shall be:

Mortgagor: Ford City Associates
Two North Riverside Plaza, Suite 600
Chicago, Illinois 60606
Attention: Senior Vice President -
Financing

copy to: Rosenberg & Liebenritt, P.C.
Two North Riverside Plaza, Suite 600
Chicago, Illinois 60606
Attention: James M. Phipps, Esq.

Mortgagee: Wells Fargo Realty Advisors Funding,
Incorporated
Three First National Plaza, Suite 460
Chicago, Illinois 60602
Attention: Senior Loan Officer

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With a copy to: Wells Fargo & Co.
Real Estate Group
420 Montgomery Street, Floor 6
San Francisco, California 94163
Attention: Chief Credit Officer

provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

B.12 Usury Limitation. All agreements between Mortgagor and Mortgagee are expressly limited so that in no contingency or event whatsoever, whether by reason of error of fact or law, payment, prepayment or advancement of the proceeds of the Loan, acceleration of maturity of the unpaid principal balance of the Loan, or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, forbearance, or retention of money, including any fees or charges collected or made in connection with the Loan which may be treated as interest under applicable law, if any, including Contingent Interest evidenced by the Contingent Interest Note, exceed the maximum legal limit (if any such limit is applicable) under United States federal law or state law (to the extent not preempted by federal law, if any), now or hereafter governing the interest payable under such agreements. If, from any circumstances whatsoever, fulfillment of any provision hereof or any of the other Loan Documents at the time performance of such provision shall be due, shall involve transcending the limit of validity (if any) prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Mortgagee shall ever receive as interest an amount which would exceed the maximum legal limit (if any such limit is applicable), such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Loan and not to the payment of interest or, if necessary, to Mortgagor. Notwithstanding any other provision of this Mortgage, or any of the other Loan Documents, this provision shall control every other provision of all agreements between Mortgagor and Mortgagee.

B.13 Extensions and Modifications. From time to time, without affecting the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein, without affecting the guaranty of any Guarantor, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or of any other lienholder or Guarantor, and without liability on Mortgagee's part, extend the

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time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to the granting of any easement or dedication, join in any extension or subordination agreement, and agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Contingent Interest Note or change the amount of the installments payable thereunder. Mortgagor shall pay Mortgagee all fees, charges, costs, expenses and a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Mortgagee's option, for any such action if taken at Mortgagor's request.

B.14 Waiver by Mortgagor. Mortgagor waives any requirements of presentment, demands for payment, notices of nonpayment or late payment, protest, notices of protest, notices of dishonor, and all other formalities or notices of any kind not otherwise required hereby. Mortgagor waives all rights and/or privileges it might otherwise have to require Mortgagee to proceed against or exhaust the assets encumbered hereby or by any other Loan Document or to proceed against any Guarantor or to pursue any other remedy available to Mortgagee in any particular manner or order under the legal or equitable doctrine or principle of marshalling and/or suretyship and further agrees that Mortgagee may proceed against any or all of the assets encumbered hereby or by any other Loan Document in the event of Default in such order and manner as Mortgagee in its sole discretion may determine. Any Mortgagor that has signed this Mortgage as a surety or accommodation party, or that has subjected its property to this Mortgage to secure the indebtedness of another party hereby expressly waives any defense arising by reason of any disability or other defense of such other party or Mortgagor or by reason of the cessation from any cause whatsoever of the liability of such other party or Mortgagor. To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption on behalf of Mortgagor and each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage. To the extent permitted by applicable law, Mortgagor waives any right to reinstatement Mortgagor may have under Illinois law.

B.15 No Offset. No offset or claim that Mortgagor now or may in the future have against Mortgagee shall relieve Mortgagor from paying installments or performing any other obligation herein or secured hereby.

B.16 Corrections. Mortgagor will, upon request of Mortgagee, promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgement hereof, and will execute,

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acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Mortgagee for the purpose of curing any formal defect or omission or to subject to the lien and security interest hereby created any of Mortgagor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

B.17 Indemnity. Mortgagor shall indemnify and defend Mortgagee against, and shall hold Mortgagee harmless from, any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including attorneys' fees) which Mortgagee may suffer or incur: (i) in connection with claims made by third parties against Mortgagee for losses or damages suffered by such third party as a result of (A) Mortgagee's performance of this Mortgage or any of the other Loan Documents, including without limitation Mortgagee's exercise or failure to exercise any rights, remedies or powers in connection with this Mortgage or any of the other Loan Documents or (B) Mortgagor's failure to perform any of Mortgagor's obligations as and when required by this Mortgage or any of the other Loan Documents, including without limitation any failure of any representation or warranty of Mortgagor to be true and correct and any failure by Mortgagor to satisfy any condition; (ii) in connection with any claim or cause of action of any kind by any person or entity to the effect that Mortgagee is in any way responsible or liable for any act or omission by Mortgagor, whether on account of any theory of derivative liability or otherwise; (iii) in connection with any act or omission by Mortgagor, any contractor, subcontractor or material supplier, engineer, architect or other person or entity, except Mortgagee, with respect to any of the Mortgaged Property; (iv) arising out of any violation of or resulting from any indemnifications, fines or claims of any kind sought under any Environmental Laws with respect to the Mortgaged Property; or (v) in connection with any claim or cause of action of any kind by any person or entity which would have the effect of denying Mortgagee the full benefit or protection of any provision of this Mortgage or any of the other Loan Documents. Mortgagee's rights of indemnity shall not be directly or indirectly limited, prejudiced, impaired or eliminated in any way by any finding or allegation that Mortgagee's conduct is active, passive or subject to any other classification or that Mortgagee is directly, or indirectly responsible under any theory of any kind, character or nature for any act of omission by Mortgagor or any other person or entity except Mortgagee. Notwithstanding the foregoing, Mortgagor shall not be obligated to indemnify Mortgagee with respect to (i) any intentional tort or act of gross negligence which Mortgagee is personally determined by the judgment of a court of competent jurisdiction (sustained on appeal, if any) to have committed or (ii) any liability of Mortgagee to any third party based upon contractual obligations of Mortgagee under any

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contract with such third party which obligations are not expressly set forth in the Loan Documents. Mortgagor shall pay any indebtedness arising under said indemnity to Mortgagee immediately upon demand by Mortgagee. This indemnity shall survive the payment of all amounts payable pursuant to, and secured by, the Loan Documents. Payment by Mortgagee shall not be a condition precedent to the obligations of Mortgagor under this indemnity.

B.18 No Third Parties Benefitted. This Mortgage is made and entered into for the sole protection and benefit of Mortgagee, Mortgagor and their respective successors and assigns, and no other person or persons shall have any right to action hereon or rights to any funds secured hereby at any time.

B.19 Expenses. Mortgagor shall pay to Mortgagee immediately upon demand all reasonable costs and expenses incurred by Mortgagee in connection with: (1) the preparation of this Mortgage and any and all other Loan Documents (including any amendments hereto or thereto or consents, releases or waivers hereunder or thereunder); and (2) the enforcement or satisfaction by Mortgagee of any of the obligations under this Mortgage or under the Loan Documents. For all purposes of this Mortgage, Mortgagee's costs and expenses shall include, without limitation, all appraisal fees as provided in the following sentence, cost engineering and inspection fees, architectural fees, legal fees (including, without limitation, fees for trial, appeal or other proceedings), accounting fees, environmental consultant fees (if any), auditor fees, and the cost to Mortgagee of any documentary taxes, recording fees, brokerage fees, title insurance premiums and title surveys. In addition, Mortgagor recognizes and agrees that formal written appraisals of the Mortgaged Property by a licensed independent appraiser may be required by federal regulatory reporting requirements on an annual and/or specialized basis and the Mortgagor shall pay Mortgagee immediately upon demand all reasonable costs and expenses as described above in connection therewith. Except to the extent that certain of these costs and expenses are included within the definition of Indebtedness, the payment by Mortgagor of any of these costs and expenses shall not be credited, in any way or to any extent, against any portion of the Indebtedness. If any of the services described in this paragraph are provided by an employee of Mortgagee, Mortgagor shall reimburse Mortgagee a reasonable charge for such services consistent with industry practice. In furtherance of Mortgagee's rights hereunder, Mortgagee may, at its option, require an inspection of the Mortgaged Property, by an agent of Mortgagee or any other party contracted by Mortgagee at least semi-annually. Mortgagor shall pay all fees incurred Mortgagee for inspections of the Mortgaged Property. Furthermore, if Mortgagee determines in connection with any such inspection that extra services will be required, Mortgagor shall pay, in addition to the fees for such inspection, the cost of such extra services. Such costs, charges and expenses shall bear

interest at the default rate of interest provided for in the Contingent Interest Note if not paid when due.

B.20 Commissions and Brokerage Fees. Mortgagor shall indemnify Mortgagee from any responsibility and/or liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with any refinancing of the Indebtedness, it being understood that any such commission, charge, or brokerage fees will be paid by Mortgagor directly to the party or parties entitled thereto.

B.21 Heirs, Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of the heirs, successors, permitted assigns and personal representatives of the parties hereto.

B.22 Time. Time is of the essence of this Mortgage and each provision hereof of which time is an element.

B.23 Severability. If any provision of this Mortgage or the application hereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Mortgage, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law unless the invalid or unenforceable provision is of such a material nature to any or all of the parties that such party or parties would not have entered into this Mortgage if this Mortgage had not contained such provision.

B.24 Attorneys' Fees. If Mortgagee finds it necessary to obtain the services of an attorney or to incur any other expenses to collect all or any portion of the principal or interest of the Loan or to enforce any other rights under any of the Loan Documents, Mortgagor shall pay reasonable attorneys' fees and costs to Mortgagee in connection with such collection or enforcement, whether or not a suit to collect such amounts or enforce such rights is brought or, if brought, prosecuted to judgment. Any such amounts shall be reimbursed to Mortgagee as provided in paragraph C.3 hereof.

B.25 Paragraph Headings. Paragraph headings are provided herein for convenience only and shall not serve as a basis for interpretation or construction of this Mortgage, nor as evidence of the intention of the parties hereto.

B.26 Notice of Future Proceedings or Events. As long as any portion of the Indebtedness is outstanding, Mortgagor shall promptly furnish to Mortgagee written notice of any action, suit, or proceeding or any event the existence or occurrence of which would make the provisions of paragraph B.1(i) hereof untrue as of the date of any such action, suit, proceeding or event.

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B.27 Sale of Participations. At any time and from time to time without notice to Mortgagor, Mortgagee may sell, transfer, assign or grant participations in the Indebtedness and in any of the Loan Documents. Subject to the provisions of Paragraph B.31 hereof, Mortgagor authorizes Mortgagee to forward to each participant and prospective participant all documents and information including, without limitation, financial information, relating to the Indebtedness as Mortgagee determines to be necessary or desirable, whether furnished by Mortgagor, any Guarantor, and any partner or joint venturer of Mortgagor or otherwise.

B.28 Prior Mortgage.

(a) This Mortgage is subject and subordinate to that certain First Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of December 31, 1993 (the "First Mortgage") by Beneficiary and Trustee in favor of Teachers Insurance and Annuity Association of America to the extent of the collateral described therein. Mortgagee may, but shall have no obligation to, cure any default or event of default under the promissory note secured by the First Mortgage (the "First Note"). Any sums expended by Mortgagee to cure defaults or events of default under the First Note or First Mortgage shall be treated as additional indebtedness hereunder and secured hereby, shall bear interest at the Default Rate set forth in the Contingent Interest Note and shall be payable upon demand. In addition to and not in lieu of the foregoing, to the extent that any sums are expended by Mortgagee to make any payments or perform any obligations owed under the First Note or the First Mortgage to the holder thereof, Mortgagee shall be subrogated to all of the rights, claims, liens, titles and interests of the holder of the First Note against the Mortgaged Property to secure such payments and such obligations, and those rights, claims, liens, titles and interests shall not be waived but rather shall be continued in full force and effect in favor of Mortgagee and shall be held in addition to the lien and security interest created hereby as cumulative security for the repayment of the indebtedness and the satisfaction of the obligations secured hereby.

(b) Mortgagor shall not renew, rearrange, modify, extend or otherwise amend the First Note or the First Mortgage or attempt to do any of the foregoing, or accept or suffer any advance to or for the benefit of Mortgagor, which is secured by the First Mortgage without the prior written consent of Mortgagee.

(c) Copies of any and all notices of default and notices of the exercise by the beneficiary under the First Mortgage of any remedies relating to defaults or breach by Mortgagor under the First Mortgage that are delivered to

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Mortgagor, shall be forwarded to Mortgagee at its address for notice hereunder within five (5) days after the receipt thereof.

B.29 No Merger. It being the desire and the intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title. It being the further desire and intention of the parties hereto that this Mortgage and the lien hereof and the Amended Mortgage and the lien thereof do not merge into a single mortgage against the Mortgaged Property, it is hereby understood and agreed that unless a contrary intent is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge with the Amended Mortgage and the lien thereof into a single mortgage against the Mortgaged Property, toward the end that this Mortgage may be foreclosed as if held by a stranger to the Amended Mortgage.

B.30 Insurance Provisions. Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

B.31 Confidentiality. Mortgagee hereby agrees that it will use reasonable efforts to keep confidential any information from time to time supplied to it by Mortgagor which Mortgagor designates in writing at the time of its delivery to Mortgagee is to be treated confidentially; provided, however, that nothing herein shall affect the disclosure of any such information (i) to the extent required by statute, rule, regulation or judicial process; (ii) to counsel for Mortgagee or to its accountants; (iii) to bank examiners and auditors; (iv) to any transferee or participant or prospective transferee or participant of all or any portion of Mortgagee's rights hereunder who is notified of the confidential nature of the information and agrees to be bound by this provision; or (v) any other person in connection with any litigation to which Mortgagee is a party.

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C. DEFAULTS AND REMEDIES

C.1 Defaults. Any of the following shall constitute a "Default" hereunder:

(a) The failure to pay in full any payment required hereunder or under the Contingent Interest Note or any of the other Loan Documents, whether such payment is required to be made to Mortgagee or to some other person or entity, within ten (10) days after Mortgagee gives Mortgagor written notice that such payment is due and unpaid;

(b) The filing of any petition or the commencement of any case or proceeding by Mortgagor, any Guarantor, any general partner or venturer of Mortgagor (if Mortgagor is a partnership or joint venture) under any provision or chapter of the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation or reorganization; or an adjudication that Mortgagor, or any such general partner, venturer, ground lessor or Guarantor is insolvent or bankrupt, or the entry of an order for relief under the Federal Bankruptcy Code with respect to Mortgagor or any such general partner, venturer, ground lessor or Guarantor;

(c) The filing of any petition or the commencement of any case or proceeding described in subparagraph C.1(b) above against Mortgagor, any Guarantor, any general partner or venturer of Mortgagor or any Guarantor (if Mortgagor is a partnership or joint venture) or against the assets of any such persons or entities, unless such petition and the case or proceeding initiated thereby are dismissed within ninety (90) days from the date of such filing; the filing of an answer by Mortgagor or such Guarantor, general partner, venturer or ground lessor admitting the allegations of any such petition; or the appointment of or the taking of possession by a custodian, trustee, agent or receiver for all or any assets of Mortgagor or a material portion of the assets of any such Guarantor, general partner or venturer in any such proceeding unless such appointment is vacated or dismissed or such possession is terminated within ninety (90) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Mortgagor or any such Guarantor, general partner or venturer by such custodian, trustee, agent or receiver, other than in the ordinary course of the business of Mortgagor or such Guarantor, general partner;

(d) The insolvency of Mortgagor, any Guarantor, any partner or venturer of Mortgagor or any Guarantor (if Mortgagor is a partnership or joint venture); or the execution by Mortgagor or any such Guarantor, general partner or venturer of an assignment for the benefit of creditors; or the convening by Mortgagor or any such Guarantor, general partner or venturer of

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a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or if Mortgagor or any such Guarantor, general partner or venturer is generally not paying its debts as they mature;

(e) The admission in writing by Mortgagor, any Guarantor, or any general partner or venturer of Mortgagor (if Mortgagor is a partnership or joint venture) that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

(f) The death, long term disability, incapacity or insanity of any individual Guarantor, or the liquidation, termination or dissolution of any Guarantor or Mortgagor that is a corporation, trust, partnership or joint venture; provided, however, that the death of Samuel Zell shall not constitute a "Default" hereunder until the date which is nine (9) months after the date of such death; provided, further, however, that no later than sixty (60) days prior to the last day a claim may be properly filed against the estate of Samuel Zell (the "Estate"), the Estate shall have delivered to Mortgagee (i) either (A) an instrument executed by the personal representative of the Estate pursuant to authorization under will or (B) a court order, confirming that the Estate shall have liability for all of the obligations of Samuel Zell under the Loan Documents, which liability shall be the same as the liability Samuel Zell would have had pursuant to the Loan Documents if he were living, subject to such probate or similar laws applicable to the Estate that may provide for the priority of certain debts, expenses and taxes in the administration of a decedent's estate, and (ii) an opinion of counsel reasonably acceptable to Mortgagee stating that the obligations of Samuel Zell are the obligations of the Estate in accordance with this paragraph;

(g) The amendment or modification in any manner which would materially adversely affect Mortgagee without the prior written consent of Mortgagee of the articles of incorporation, bylaws, articles of partnership, certificate of partnership, trust agreement or other charter or enabling documents (including that certain Amended and Restated Nominee Agreement dated as of April 1, 1987 by and between Beneficiary and Borrower (the "Nominee Agreement") of (1) Mortgagor if Mortgagor is a corporation, partnership, joint venture or trust, and (2) Mortgagor's general partners or venturers if Mortgagor is a partnership or joint venture, if such amendment or modification is not rescinded or otherwise rendered ineffective within ten (10) days after Mortgagee makes demand therefor by notice to Mortgagor;

(h) The sale, lease, exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, without the prior written consent of Mortgagee being first obtained, of (1) any

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right, title or interest of Mortgagor or of any successor to Mortgagor, in and to the Mortgaged Property, other than easements not adversely affecting the value of the Mortgaged Property and Leases to the extent Mortgagee's consent is not specifically required by the terms of this Mortgage or the other Loan Documents, (2) any beneficial ownership interests in the Trust, (3) any rights of Borrower under the Nominee Agreement or (4) any general partnership interests in Borrower other than a transfer or assignment of such general partnership interest to Samuel Zell or a partnership in which Samuel Zell is a general partner or any combination of the foregoing;

(i) The levy, attachment or seizure pursuant to court order ("Order") of (1) any right, title or interest of Mortgagor or of any successor to Mortgagor in and to the Mortgaged Property, (2) any beneficial ownership interest in the Trust, (3) any rights of Borrower under the Nominee Agreement or (4) any general partnership interest in Borrower, if such Order is not vacated and the proceeding in which it was entered is not dismissed within thirty (30) days of the entry of such Order;

(j) Any representation or warranty contained herein or in any of the other Loan Documents, or any representation to Mortgagee concerning the financial condition of either Mortgagor or Guarantor is not true and correct in all material respects or omits to state a material fact necessary to make such representation or warranty not misleading and such defect is not removed within thirty (30) days after written notice thereof from Mortgagee to Mortgagor, or Mortgagee reasonably determines that the likelihood of payment and performance of the obligations secured hereby are threatened by reason of a material adverse change in the financial condition of Mortgagor and any general partner or venturer of Mortgagor (if Mortgagor is a partnership or joint venture), and, if the obligations of any Guarantor have not been satisfied or discharged, of such Guarantor;

(k) The existence of any encroachment which (i) materially adversely affects the value of the Mortgaged Property, (ii) has occurred without the approval of Mortgagee and (iii) is not removed or corrected within sixty (60) days after the earlier of Mortgagee's written notice to Mortgagor of the existence thereof, or Mortgagor's discovery thereof;

(l) Subject to Mortgagor's right to contest the assertion of any claims, liens or encumbrances in accordance with the provisions of paragraph A.1 hereof, the filing of any claim of lien or encumbrance against the Mortgaged Property or the service on Mortgagee as a disburser of any notice to withhold funds that is not discharged within thirty (30) days after the date of such filing;

(m) The rezoning of the Premises so as to have a material adverse effect on Mortgagee's security;

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(n) The occurrence of any change in the property management company for the Mortgaged Property without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld;

(o) The failure of Mortgagor to fully perform any and all covenants and agreements hereunder; provided, however, that such failure shall not be a Default hereunder if such failure is not specifically covered elsewhere in this paragraph C.1 and Mortgagor cures such failure within thirty (30) days after Mortgagee gives Mortgagor written notice of such failure or, if such failure cannot be cured within such thirty (30) day period, Mortgagor commences such cure within such thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion;

(p) The occurrence of a Default under any of the other Loan Documents; or

(q) The occurrence of an Event of Default under the First Note or the First Mortgage.

C.2 Remedies Upon Default. At any time after a Default hereunder Mortgagee, at its option, and without further notice or demand, may declare all amounts secured hereby immediately due and payable (provided, however, that such amounts shall become immediately due and payable automatically and without notice to Mortgagor upon the occurrence of a Default under paragraph C.1(b), (c), (d), or (e) hereof), and irrespective of whether Mortgagee exercises such option, and regardless of (i) Mortgagee's delay in exercising such option, (ii) Mortgagee's failure to exercise such option on the occasion of any prior Default, or (iii) the adequacy of Mortgagee's security, it may, at its option and in its sole discretion, without any additional notice or demand to or upon Mortgagor, do one or more of the following:

(a) Mortgagee may in person or by agent enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; make repairs and alterations, and do any acts which Mortgagee deems proper to protect the security hereof or to operate and maintain the Mortgaged Property; and either with or without taking possession, in its own name, terminate the license granted to Mortgagor in paragraph A.7(b) hereof to receive the Rents and sue for or otherwise collect and receive said Rents, including those past due and unpaid, and apply the same as provided below in this subparagraph (a). Without limiting the generality of the foregoing, Mortgagee may make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any Lessee, increase or decrease Rents under any Lease, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, and perform and discharge each and every obligation, covenant and agreement of Mortgagor contained in any

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Lease. Upon request of Mortgagee, Mortgagor shall assemble and make available to Mortgagee at the Premises any of the Mortgaged Property which is not located thereat or has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any Rents and the application thereof as aforesaid, shall not cure or waive any Default theretofore or thereafter occurring, or affect any notice of Default hereunder or invalidate any act done pursuant to any such notice. Mortgagee or Mortgagee's agent shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those Rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagee. Nothing contained in this paragraph C.2 shall require Mortgagee to incur any expense or do any act. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such amounts, together with interest and attorneys' fees if applicable as provided in paragraph C.3 hereof, shall be immediately due and payable in accordance with the provisions of paragraph C.3 hereof. Notwithstanding Mortgagee's continuance in possession or receipt and application of Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence of a Default. Any of the actions referred to in this paragraph C.2 may be taken by Mortgagee at such time as Mortgagee is so entitled, without regard to the adequacy of any security for the obligations hereby secured. All Rents collected by or on behalf of Mortgagee shall be applied as follows: (i) first, to payment of all reasonable fees of the receiver approved by the court; (ii) second, to payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property; (iii) third, to payment of all premiums then due for the insurance required by the provisions of this Mortgage; (iv) fourth, to payment of expenses incurred for normal maintenance of the Mortgaged Property in such order of priority as Mortgagee shall deem proper, including the payment of reasonable management, brokerage and attorneys' fees and disbursements and maintenance without interest of a reserve for replacement; (v) fifth (1) if received prior to any foreclosure sale of the Mortgaged Property then to Mortgagee for payment of the indebtedness secured by this Mortgage then due and payable, but no such payment made after acceleration of the indebtedness secured hereby shall affect such acceleration, and (2) if received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property, if any, then:

(aa) If the purchaser at the foreclosure sale is not Mortgagee, first to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness

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secured hereby, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property; and

(bb) If the purchaser at the foreclosure sale is Mortgagee, to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured hereby and the balance to be retained by Mortgagee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Mortgagee, whether or not such deficiency exists;

The rights and powers of Mortgagee under this Mortgage and the application of Rents as provided above shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale;

(b) Mortgagee, without regard to the adequacy of any security for the indebtedness hereby secured and whether or not waste has occurred, without notice to Mortgagor, shall be entitled to the appointment of a receiver by any court having jurisdiction to take possession of and protect the Mortgaged Property, operate the same, collect the Rents therefrom and perform any and all other acts which paragraph C.2(a) hereof states that Mortgagee may perform;

(c) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants hereof; and

(d) Mortgagee may elect to cause the Mortgaged Property or any part thereof to be sold as follows:

(i) Mortgagee may proceed as if all of the Mortgaged Property were real property, in accordance with subparagraph (iv) below, or mortgagee may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the Premises without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, the remainder of the Mortgaged Property being treated as real property;

(ii) Mortgagee may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided or Mortgagee may delay any such sale or other disposition for such period of time as Mortgagee deems to be in its best interest. Should Mortgagee desire that more than one such sale or other disposition be conducted, Mortgagee may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days

or times and in such order as Mortgagee may deem to be in its best interest;

(iii) Should Mortgagee elect to cause any of the Mortgaged Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Illinois Uniform Commercial Code or in accordance with any other remedy provided by law. Both Mortgagor and Mortgagee shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Mortgagee may so elect, subject to the provisions of the Illinois Uniform Commercial Code. Mortgagee shall give Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the day on or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Mortgagor as provided in Paragraph B.11 hereof, it shall constitute reasonable notice to Mortgagor;

(iv) Should Mortgagee elect to sell the Mortgaged Property which is real property or which Mortgagee has elected to treat as real property, if the Mortgaged Property consists of several lots or parcels, Mortgagee may elect to sell the Property either as a whole or in separate lots or parcels. If Mortgagee elects to sell in separate lots or parcels, Mortgagee may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Mortgagor or Mortgagee, may purchase at the sale. To the extent permitted by law, upon any sale, Mortgagee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession.

(v) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as a Default, the giving of notice of Default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchase, payments of purchase money, and any other fact affecting the regularity or validity of such sale or disposition shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein; and

(vi) Mortgagee shall apply the proceeds of any sale or disposition hereunder to payment of the following:
(1) the expenses of such sale or disposition together with

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Mortgagee's fees and reasonable attorneys' fees, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search and/or other evidence of title procured in connection therewith and the transfer tax on any deed or conveyance; (3) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount provided herein; (4) all other sums secured hereby; and (5) the remainder if any to the person or persons legally entitled thereto.

C.3 Substitute Performance by Mortgagee and Protection of Mortgagee's Security. Upon the occurrence of a Default hereunder, Mortgagee may, but shall not be obligated to, without regard to the adequacy of its security and without prejudice to its right to declare a Default hereunder, make such appearances, disburse such sums or take such actions as Mortgagee reasonably deems necessary to protect Mortgagee's interest, including but not limited to disbursement of attorneys' fees and entry upon the Mortgaged Property to make repairs and to maintain the Mortgaged Property without notice or demand to or upon Mortgagor. Any amounts so paid pursuant to this paragraph C.3, or the cost of such performance, together with all costs and expenses incurred by Mortgagee in connection with such payment or performance, and any amounts for which Mortgagor is specifically obligated to reimburse Mortgagee pursuant to any other provisions hereof, including without limitation reasonable attorneys' fees, and interest on all such amounts at the lesser of the Default Rate provided in the Contingent Interest Note or the maximum rate then permitted by law (if any such maximum is applicable) from the date paid by Mortgagee until repaid to Mortgagee, shall be payable by Mortgagor to Mortgagee immediately upon notice to Mortgagor of the amount owing, without further demand, shall be secured by this Mortgage, and shall be added to the judgment in any suit brought by Mortgagee against Mortgagor. Any amounts so paid pursuant to this Paragraph C.3, or the cost of such performance including amounts authorized by this Mortgage or IMFL (as defined below), together with all costs and expenses incurred by Mortgagee in connection with such payment or performance, and any amounts for which Mortgagor is specifically obligated to reimburse Mortgagee pursuant to any other provisions hereof, including without limitation reasonable attorneys' fees, and interest on all such amounts at the lesser of the default rate provided in the Contingent Interest Note or the maximum rate then permitted by law (if any such maximum is applicable) from the date paid by Mortgagee until repaid to Mortgagee, shall be payable by Mortgagor to Mortgagee immediately upon notice to Mortgagor of the amount owing, without further demand, shall be secured by this Mortgage, and shall be added to the judgment in any suit brought by Mortgagee against Mortgagor, and shall be afforded the protections of IMFL.

C.4 Right of Setoff. In addition to any rights now or hereafter granted under applicable law and not by way of

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limitation of any such rights, Mortgagee is hereby authorized by Mortgagor at any time or from time to time, without notice to Mortgagor or any other person, any such notice being hereby expressly waived, to set off any obligations or liabilities at any time held or owing by Mortgagee to or for the credit or the account of Mortgagor against the obligations and liabilities of Mortgagor to Mortgagee, including, but not limited to, all claims of any nature or description arising out of or connected with this Mortgage, the Contingent Interest Note or any of the other Loan Documents, irrespective of whether or not (a) Mortgagee shall have made any demand hereunder or (b) Mortgagee shall have declared the principal of and interest on the Loan to be due and owing and although said obligations and liabilities, or any of them, shall be contingent or unmatured.

C.5 Foreclosure Procedure. Mortgagor hereby expressly waives any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

C.6 Foreclosure Purchase. Upon any sale of the Mortgaged Property pursuant to judicial proceedings, if the holder of the Contingent Interest Note is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the amounts then secured hereby for or in settlement or payment of all or any portion of the purchase price of the property purchased, and in such case, this Mortgage, the Contingent Interest Note and documents evidencing expenditures secured hereby shall be presented to the person conducting the sale in order that the amount of said indebtedness so used or applied may be credited thereon as having been paid.

C.7 Cumulative Remedies. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, 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 this instrument to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies. If there exists additional security for the performance of the obligations secured hereby, the holder of the Contingent Interest Note, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

C.8 Limited Recourse. Subject to the exceptions and qualifications described below, the undersigned partnership and corporation shall not be personally liable for the payment of

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indebtedness evidenced by or created or arising under the Contingent Interest Note, this Mortgage or any other Loan Document or for the failure to perform any covenant, representation, agreement or condition, either express or implied, contained in, or with regard to any warranty contained in, the Contingent Interest Note, this Mortgage or any other Loan Document, and any judgment or decree in any action brought to enforce the obligation of the undersigned partnership and corporation to pay such indebtedness or to so perform or with regard to such warranties shall be enforceable against the undersigned partnership or corporation only to the extent of its interest in the Mortgaged Property and any such judgment or decree shall not be subject to execution upon or be a lien upon the assets of the undersigned partnership or corporation other than its interest in the Mortgaged Property, all such liability, if any, being expressly waived, subject to the exceptions and qualifications described below, by Mortgagee and by every person now or hereafter claiming any right or security under the Contingent Interest Note, this Mortgage or the other Loan Documents. The foregoing limitation of personal liability shall be subject to the following exceptions and qualifications:

(a) The undersigned partnership and corporation shall be fully and personally liable for the following:

(i) fraud;

(ii) retention by the undersigned partnership of any rental income or other income arising with respect to the Mortgaged Property held in trust by Mortgagor under the provisions of paragraph A.7 hereof or the other Loan Documents and which, under the terms of any Loan Document, should have been paid to Mortgagee; and

(iii) retention by the undersigned partnership or corporation of any insurance proceeds, condemnation awards or other similar funds or payments attributable to the Mortgaged Property which, under the terms of any Loan Document, should have been paid to Mortgagee.

(b) Nothing contained in this paragraph C.8 shall affect or limit the ability of Mortgagee to enforce any of its rights or remedies with respect to the Mortgaged Property.

(c) Nothing contained in this paragraph C.8 shall affect or limit the rights of Mortgagee to proceed against any person or entity, including Borrower or any general partner of the undersigned partnership, with respect to the enforcement of any guarantees of payment or guarantees of performance and completion or other similar rights or the indemnification and/or reimbursement obligation set forth in Paragraphs A.9 and B.17 (iv) hereof.

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C.9 Trustee's Exculpatory Clause. This Mortgage is executed by Trustee, in his capacity as Trustee, not personally, but as trustee under the Trust Agreement, in the exercise of the power and authority conferred upon and vested in him as such trustee (and Trustee hereby warrants in his individual capacity that he possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee, in his capacity as Trustee, personally to pay the Contingent Interest Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this paragraph C.9, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided, however, that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's rights hereunder, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee or any exercise of such rights or other enforcement of the payment of the indebtedness secured hereby in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee under any other Loan Document or to limit, modify, or reduce the obligations of Trustee under the Loan Documents in any capacity other than as Trustee.

C.10 Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with IMFL. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default by Mortgagor which are more limited than the rights that would otherwise be vested in Lender under IMFL in the absence of said provision, Mortgagee shall be vested with the rights granted in IMFL to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of IMFL, whether incurred before or after any decree or judgment of foreclosure and whether enumerated in this Mortgage, shall be added to the indebtedness secured by the Mortgage or by the judgment of foreclosure.

C.11 JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES

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HERE TO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the day and year first above written.

FORD CITY ASSOCIATES, an Illinois limited partnership

By: SAMUEL ZELL ROBERT LURIE
GENERAL PARTNERS, an Illinois general partnership

By: ZELL GENERAL PARTNERSHIP, INC., an Illinois corporation

By: _____
Its: _____ President

BEARLAND VISTAS, INC., an Illinois corporation

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as trustee aforesaid

By: _____
Its: _____

Attest:

By: _____
Its: _____

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AGREED AND ACCEPTED
AS OF THIS 31 DAY OF
DECEMBER, 1993

WELLS FARGO REALTY ADVISORS
FUNDING, INCORPORATED, a
Colorado corporation

By: WELLS FARGO REAL ESTATE
GROUP, INC., Agent

By: Joseph J. Meyer
Its: A.V.P.
By: [Signature]
Its: Asst. Secretary

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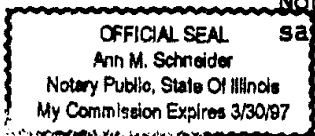
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On December 30, 1993, before me, the undersigned, a
Notary Public in and for said State personally appeared
Samuel Zell
_____ known to me to be the _____ President of
ZELL GENERAL PARTNERSHIP, INC., an Illinois corporation, as the
general partner of SAMUEL ZELL ROBERT LURIE GENERAL PARTNERS, an
Illinois general partnership, as the general partner of FORD CITY
ASSOCIATES, an Illinois limited partnership, and acknowledged to
me that such individual executed the within instrument on behalf
of said corporation as general partner of said general
partnership as general partner of said limited partnership.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public in and for
said County and State



[SEAL]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

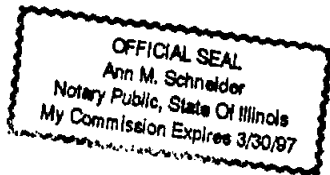
On December 30, 1993, before me, the undersigned, a Notary Public in and for said State personally appeared Donald Siebenritt known to me to be the Vice President of BEARLAND VISTAS, INC., an Illinois corporation, and acknowledged to me that such individual executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public in and for
said County and State

[SEAL]



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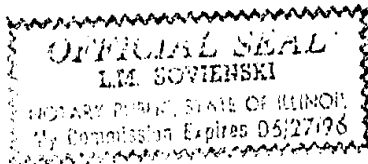
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On December 30, 1993, before me, the undersigned, a Notary Public in and for said State personally appeared J. MICHAEL WIEZDAF known to me to be the VICE PRESIDENT, and P. JOHANSEN known to me to be the ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that such individuals executed the within instrument on behalf of said corporation.

WITNESS my hand and official seal.

L.M. Soviński
Notary Public in and for
said County and State

[SEAL]



Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On December 31, 1993, before me, the undersigned, a Notary Public in and for said State personally appeared Joseph J. Meyer and Kathleen Kanno known to me to be the Asst Vice President and Assistant Secretary of WELLS FARGO REAL ESTATE GROUP, INC., a California corporation, as the agent for WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED, a Colorado corporation, and acknowledged to me that such individuals executed the within instrument on behalf of WELLS FARGO REAL ESTATE GROUP, INC., as agent for WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED.

WITNESS my hand and official seal.

Robin Carlucci
Notary Public in and for
said County and State

(SEAL) OFFICIAL SEAL
ROBIN CARLUCCI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/3/96

Notary Public's Office

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1, 2 AND 4 IN FORD CITY SUBDIVISION OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTH WEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 86166800, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 2483.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING

THENCE SOUTH ALONG THE EAST LINE OF THE WEST 2483.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 295.33 FEET TO A POINT ON A LINE WHICH IS 2216.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 104.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 2379.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 2379.00 FEET, A DISTANCE OF 116.00 FEET, TO A POINT ON A LINE WHICH IS 2100.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 146.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 2232.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 2232.50 FEET, A DISTANCE OF 411.33 FEET, TO A POINT ON A LINE WHICH IS 2511.33 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AND

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 250.50 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 90,974 SQUARE FEET (2.0895 ACRES) OF LAND MORE OR LESS.

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THAT PART OF LOT 1 IN "FORD CITY SUBDIVISION", OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NO. 86166800, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1140.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2723.50 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") EXTENDING EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF AND RUNNING

THENCE NORTH ALONG THE EAST LINE OF THE WEST 1140.00 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27, A DISTANCE OF 87.00 FEET TO A POINT ON A LINE WHICH IS 2804.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 48.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 1188.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1188.50 FEET, A DISTANCE OF 71.50 FEET, TO A POINT ON A LINE WHICH IS 2876.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 57.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1245.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1245.50 FEET A DISTANCE OF 103.00 FEET, TO A POINT ON A LINE WHICH IS 2979.00 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A";

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 162.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1407.50 FEET, MEASURED PERPENDICULARLY, OF SAID SECTION 27;

THENCE NORTH ALONG SAID EAST LINE OF THE WEST 1407.50 FEET, A DISTANCE OF 345.78 FEET TO A POINT;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 217.68 FEET TO A POINT WHICH IS 1200.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND 3241.96 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID LINE "A";

THENCE CONTINUING SOUTHEASTWARDLY, ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 563.33 FEET, A DISTANCE OF 662.51 FEET TO AN INTERSECTION WITH A LINE WHICH IS 2723.50 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", AT A POINT WHICH IS 1957.81 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SAID SECTION 27 AND

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 817.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 297,328 SQUARE FEET (6.8257 ACRES) OF LAND, MORE OR LESS.

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PARCEL 2:

A TRIANGULAR PARCEL OF LAND IN THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH EAST OF THE SOUTHEASTERLY LINE OF STATE ROAD (BEING 50 FEET SOUTHEASTERLY AT RIGHT ANGLES TO THE CENTER LINE OF STATE ROAD) AND ALSO LYING WEST OF THE EAST 57 FEET OF SAID QUARTER SECTION AND NORTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57 FEET, SAID POINT BEING 300.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH EAST 1/4 AFORESAID IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE, 4995.53 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, AND A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET, SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF THE SAID SOUTH 1/2; THENCE SOUTH ALONG THE SAID LINE, 4995.53 FEET EAST, 541.29 FEET TO THE NORTH LINE OF A ROAD, AS DEDICATED BY DOCUMENT NO. 13112544; THENCE WESTERLY ALONG THE SOUTH NORTH LINE, 99.6 FEET TO ITS INTERSECTION WITH A LINE, 4896.34 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH ALONG THE SAID LINE, 4896.34 FEET EAST, 350.29 FEET TO SAID LINE 'A'; THENCE EAST ALONG SAID LINE 'A', 99.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THAT PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 3536.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND A LINE 20 FEET NORTH OF AND PARALLEL WITH A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SOUTH 1/2; THENCE WEST ALONG SAID LINE 20.00 FEET NORTH, 122.72 FEET TO THE POINT; THENCE SOUTH ALONG A LINE MAKING INTERIOR ANGLE OF 88 DEGREES, 16 MINUTES, 00 SECONDS, 723.89 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE EAST ALONG SAID LINE 351.41 FEET TO THE EAST LINE OF WEST 3747 FEET OF SECTION 27; THENCE NORTH ALONG SAID LINE 704.71 FEET TO LINE 'A'; THENCE WEST ALONG SAID LINE 'A' TO THE EAST LINE OF THE WEST 3536 FEET OF SECTION 27; THENCE NORTH ALONG SAID LINE 20 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART FALLING NORTH OF LINE 'A'), IN COOK COUNTY, ILLINOIS;

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PARCEL 5:

THAT PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 4995.53 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WITH IS 644.66 FEET SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27, WHICH IS 619.17 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SOUTH 1/2; THENCE EAST ALONG SAID LINE 'A' PER DOCUMENT 19563728, SAID WEST LINE OF SOUTH PULASKI ROAD BEING 70.00 FEET WEST OF THE EAST LINE OF SAID SECTION 27; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH PULASKI ROAD (SAID WEST LINE BEING 70.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27) A DISTANCE OF 236.59 FEET; THENCE SOUTHEASTERLY ALONG A LINE, A DISTANCE OF 191.05 FEET, TO A POINT, SAID POINT BEING 50.00 FEET WEST OF SAID EAST LINE OF SECTION 27; THENCE SOUTH ALONG THE WEST LINE OF SOUTH PULASKI ROAD (SAID WEST LINE BEING 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27), A DISTANCE OF 31.15 FEET TO A CORNER OF THE LAND HERETOFORE DEDICATED FOR A PUBLIC STREET BY A PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 13112544, WHICH CORNER IS 251.92 FEET, MORE OR LESS, NORTH FROM THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE SOUTHWESTWARDLY ALONG A LINE OF SAID LAND, SO DEDICATED, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 65 FEET AND CONVEX SOUTHEASTWARDLY, A DISTANCE OF 94.42 FEET TO A POINT WHICH IS 107.00 FEET (MEASURED PERPENDICULARLY) WEST FROM SAID EAST LINE OF SECTION 17 AND 187.00 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 27; THENCE WESTWARDLY ALONG A LINE OF SAID LAND SO DEDICATED TO THE EAST LINE OF THE WEST 4995.53 FEET; THENCE NORTH ALONG SAID LINES 541.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTH 3/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE, 3809.93 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, AND A LINE HEREINAFTER REFERRED TO AS LINE 'A', WHICH EXTENDS FROM A POINT ON THE WEST LINE OF SAID SECTION 27, WHICH IS 644.66 FEET, SOUTH FROM THE NORTH WEST CORNER OF THE SOUTH 1/2 OF SAID SECTION 27, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET, SOUTH FROM THE NORTH EAST CORNER OF THE SAID SOUTH 1/2; THENCE SOUTH, ALONG THE SAID LINE, 3809.93 FEET EAST, 704.96 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE WEST, ALONG SAID SOUTH LINE, 62.69 FEET TO ITS INTERSECTION WITH A LINE 3747 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH, ALONG THE SAID LINE, 3747 FEET EAST, 704.71 FEET TO SAID LINE 'A', THENCE EAST ALONG SAID LINE 'A' 62.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: BOUNDED BY CICERO AVENUE, 77TH STREET, PULASKI ROAD AND 72ND STREET.

P.I.N.'S: 19-27-100-034 19-27-401-034
19-27-100-035 - 19-27-401-042
- 19-27-304-014 19-27-401-043
19-28-202-012 - 19-27-401-044
- 19-28-202-013

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LESS AND EXCEPT FOR THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT 86166800, IN COOK COUNTY, ILLINOIS, SAID PARTS OF LOTS 1 AND 2 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.30 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 639.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

THENCE WEST ALONG A LINE 1091.30 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 324.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 196.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1287.27 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 966.00 FEET;

THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1348.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.60 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 1100.40 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 417.95 FEET;
THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET;

THENCE WEST ALONG A LINE WHICH IS 1318.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.55 FEET;

THENCE SOUTH ALONG A LINE WHICH IS 642.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.35 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING;

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THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 490.55 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING;

THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1269.96 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING;

THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY" SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHWARD EXTENSION AND ALONG SAID EAST LINE (BEING A LINE 150.30 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 40.18 FEET TO THE NORTHEAST CORNER OF LOT 4;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 (BEING A LINE 1707.45 FEET NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 190.30 FEET TO THE NORTHWEST CORNER OF LOT 4;

THENCE NORTH ALONG THE WEST LINE OF LOT 1 IN "FORD CITY" SUBDIVISION, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, (SAID EAST LINE OF CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 400.05 FEET;

THENCE EAST ALONG A LINE 2107.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 385.50 FEET;

THENCE NORTH ALONG A LINE 445.50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 574.00 FEET;

THENCE WEST ALONG A LINE 2681.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 92.11 FEET;

THENCE WESTWARDLY AND SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHWESTERLY AND HAVING A RADIUS OF 267.67 FEET, A DISTANCE OF 134.32 FEET;

THENCE SOUTH 61 DEGREES 14 MINUTES 36 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 80.47 FEET;

THENCE SOUTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 22.12 FEET, A DISTANCE OF 9.07 FEET;

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THENCE SOUTHWESTWARDLY AND WESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 499.16 FEET, A DISTANCE OF 29.75 FEET;

THENCE SOUTH 88 DEGREES 09 MINUTES 52 SECONDS WEST ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 65.82 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF LOT 1 IN "FORD CITY SUBDIVISION";

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, BEING ALSO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 29.96 FEET TO A CORNER OF SAID LOT 1;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2633.50 NORTH FROM AND PARALLEL WITH LINE "A") A DISTANCE OF 8.40 FEET;

THENCE SOUTHWARDLY AND NORTHEASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 76.875 FEET, A DISTANCE OF 46.96 FEET;

THENCE NORTH 55 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A NORTHERLY LINE OF LOT 1 WHICH IS TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 71.14 FEET;

THENCE NORTHEASTWARDLY AND EASTWARDLY ALONG A NORTHERLY LINE OF LOT 1, BEING A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEXED NORTHERLY AND HAVING A RADIUS OF 25.75 FEET, A DISTANCE OF 51.36 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2704.50 FEET NORTH FROM AND PARALLEL WITH LINE "A" AND TANGENT TO THE LAST DESCRIBED LINE) A DISTANCE OF 22.56 FEET;

THENCE NORTH ALONG A WEST LINE OF LOT 1 (BEING A LINE 243.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 19.00 FEET;

THENCE EAST ALONG A NORTH LINE OF LOT 1 (BEING A LINE 2727.50 FEET NORTH FROM AND PARALLEL WITH LINE "A") AND ALONG AN EASTWARD EXTENSION OF SAID NORTH LINE, A DISTANCE OF 1537.03 FEET;

THENCE NORTH ALONG A LINE 1780.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 76.00 FEET;

THENCE WEST ALONG A LINE 2799.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 50.00 FEET;

THENCE NORTH ALONG A LINE 1730.04 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 454.56 FEET TO AN INTERSECTION WITH A NORTHERLY LINE OF LOT 1 IN "FORD CITY SUBDIVISION" AFORESAID;

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THENCE SOUTH 68 DEGREES 55 MINUTES 56 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 994.12 FEET TO AN INTERSECTION WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 27;

THENCE SOUTH 73 DEGREES 56 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 374.92 FEET TO AN INTERSECTION WITH A LINE WHICH IS 3018.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27;

THENCE SOUTH ALONG SAID PARALLEL LINE (BEING AN EAST LINE OF SAID LOT 1) A DISTANCE 82.57 FEET;

THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST ALONG THE BOUNDARY OF SAID LOT 1, A DISTANCE OF 92.55 FEET;

THENCE NORTHWESTWARDLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEXED SOUTHWESTWARDLY, AND HAVING A RADIUS OF 2887.94 FEET, A DISTANCE OF 250.90 FEET;

THENCE NORTH 68 DEGREES 56 MINUTES 30 SECONDS WEST ALONG THE BOUNDARY OF LOT 1, A DISTANCE OF 186.78 FEET TO AN EAST LINE OF SAID LOT 1;

THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF (SAID EAST LINE BEING 1517.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 928.08 FEET TO AN INTERSECTION WITH A SOUTH LINE OF LOT 1;

THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1955.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 11.00 FEET TO A CORNER OF SAID LOT 1;

THENCE SOUTH ALONG AN EAST LINE OF LOT 1 (BEING A LINE 1506.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27) A DISTANCE OF 863.80 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THE PART OF LOT 1 IN "FORD CITY SUBDIVISION" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH THREE QUARTERS OF SECTION 27 AND THE SOUTHWEST QUARTER OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID SOUTHEAST CORNER BEING 2419.30 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SECTION 27 AND 2511.33 FEET (MEASURED PERPENDICULARLY) NORTH FROM A LINE HEREINAFTER REFERRED TO AS LINE "A", WHICH EXTENDS FROM A POINT OF THE WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 27 TO A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH HALF;

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THENCE EAST ALONG A LINE 2511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 63.70 FEET;

THENCE SOUTH ALONG A LINE 2483.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27 AFORESAID, A DISTANCE OF 412.83 FEET;

THENCE WEST ALONG A LINE 2098.50 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 217.00 FEET;

THENCE NORTH ALONG A LINE 2246.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 412.83 FEET TO A POINT ON THE SOUTH LINE OF LOT 6 AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE (BEING A LINE 2511.33 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 173.30 FEET TO THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

CONTAINING, AFTER SAID EXCEPTION, 3,323,880 SQUARE FEET (76.3058 ACRES) OF LAND, MORE OR FEWER.

TAX NOS. 19-27-100-045
19-27-304-029
19-27-304-031
19-27-304-024

Cook County Clerk's Office 400.3705

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EXHIBIT B

PERMITTED ENCUMBRANCES

The Exceptions set forth on Schedule B to that certain Title Report No. 70-96-605 dated March 17, 1987 issued by Chicago Title Insurance Company, except item numbers 4, 45, 46, 55, 59, 60, 61, 62, 63, 66, 67, 72, 90, 91, 97, 102, 108, 109, and 110.

All items added to Schedule B of the policy issued pursuant to the above-referenced title report pursuant to date-down endorsements to such policy issued by the insurer and accepted by Mortgagee, including, without limitation, that certain date down endorsement extending the effective date of such policy to January 3, 1994.

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EXHIBIT C

Ford City Shopping Complex (As of 12/31/93) RENT ROLL

State	Tenant	G.A. (Sq. Ft.)	Lease Period
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Anchor

Carson Park Store 156,349 8/89 - 1/05

I.C. Peasey 182,624 1/70 - 8/95

Montgomery Ward 212,000 10/73 - 4/93

194,093 5/93 - 10/2010

Sees, Roebuck and Co. 148,467 4/89 - 4/04

1993 Anchor Subtotal 681,536

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Yard City Shopping Complex (As of 12/1/93) RENT ROLL

Site	Tenant	G.A. (Sq. Ft.)	Lease Period
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Main Mall

200 Old Country Buffet

10,150 2/12/93-12/31/98

210 Clamps Sports

3,994 9/90-9/00

214 Woman's World

3,216 8/90-1/01

216 Leathers

2,750 8/89-7/99

220 Kinsey Shoes

2,920 1/89-1/99

226 Wilson's Suede & Leather

2,609 10/89-1/00

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Suite	Tenant	GLA (Sq. Ft.)	Lease Period
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230	Victoria's Secret	1,829	6/89 - 1/02
252	Rogers & Holland	1,217	12/88 - 6/01
254	Ipsos Optical	1,950	3/76 - 4/01
256	Manzanita Shoe Store	1,134	3/79 - 7/1/99
257	Fisher & Son Shoes	1,007	8/93 - 7/03
260	Thom McAn	2,911	11/88 - 1/01
TERMINATED EFFECTIVE 12/31/93			
(LADY FOOTLOCKER WILL REPLACE FOOTLOCKER EXPANDS INTO LADY FOOTLOCKER - BOTH IN LEASE NEGOTIATION)			
262	Waldenbooks	1,200	12/88 - 1/99
264	Cross King	2,000	11/88 - 1/99
266	Lane Bryant	8,039	10/86 - 9/96
270	Lane	12,161	9/86 - 9/96

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Suite	Tenant	GFA (Sq. Ft.)	Lease Period
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272 Rave	2,114	8/86 - 1/97	
274 Patsy's Hallmark	3,412	9/88 - 1/01	
276 Dolcis	2,092	3/89 - 12/99	
278 Things Remembered	1,674	11/88 - 11/98	
280 Mark's Broc. Jewelry	723	11/91 - 12/03	
282 Brasler's	660	4/89 - 3/99	
300 Rembrandt	2,157	4/92 - 1/03	
306 Foot Action	2,787	11/93 - 10/03	
Electronics Boutique	900	11/93 - 10/03	
310 Circus World/Key Box Toys	1,579	11/89 - 1/00	
312 Mr. Bully	1,447	12/90 - 9/00	
314 Nature Food Center (Eaton's)	1,172	3/94 - 1/4	
324 Munnich	1,099	5/90 - 5/00	
334 Hot Saus	560	11/23/93 - 5/31/03	

Property of Cook County Clerk's Office

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Todd City Shopping Complex (As of 12/31/93) RENT ROLL

Serial	Contract	G.A. (Sq. Ft.)	Lease Period
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336 Express Images		722	12/91-11/98
338 Fran's May		795	11/92-10/02
340 Dairy Queen/Karmel		796	11/89-11/01
342 Inman Shoes		1,547	8/83-1/96
344 Club International		4,412	6/83-6/99
346 S-7-9 shops		1,320	11/88-1/98
350 Evans		12,181	8/89-2/02
356 Woodworth Exp / Afterthought 363		2,370	11/88-1/99
362 Oakman		2,172	4/81-1/84

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Serial	Tenant	GLA (Sq. Ft.)	Lease Period
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364	Bakers	2,489	4/81 - 1/94
366	Coda	2,250	4/81 - 1/94
370	Cappello	2,403	8/86 - 7/96
372	General Nutrition	2,035	8/90 - 1/03
387	T&E	7,174	4/92 - 12/02
383	John's Garage	6,370	7/78 - 1/94
392	Gingiss	1,139	1/90 - 4/00
400	Radio Shack	2,504	3/89 - 6/99
402	Singer Florheim	1,512	10/88 - 10/98
410	Cobbie Shoes	1,084	5/86 - 4/79
412	Swiss Colony	1,678	12/90 - 11/00
414	Athletic X-Press	4,262	3/90 - 1/02

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Ford City Shopping Complex (As of 12/31/83) RENT ROLL

Suite	Terms	G.L. (Sq. Ft.)	Lease Period
416 Herman's Leather		3,420	9/29-1/00
418 M. J. Carrolls		5,020	8/26-1/97
420 16 Plus		4,980	3/24-1/95
424 Sterling Jewelry		1,425	8/26-7/98
426 DeJain		8,424	1/92-1/02
430 Evans Women		1,034	9/93-8/01
432 Jean Nicole		6,336	2/77-1/91
434 Backinch		4,811	5/90-1/01
436 Merry Go Round		3,647	11/90-11/00

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Source	Tenant	GLA (Sq. Ft.)	Lease Period
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438	San Francisco Music Box	831	7/92-1/02
440	J.R. Robinson's	1,213	10/91-1/02
442	Claire's Boutique	949	6/89-1/00
444	Trade Secret	1,150	12/90-12/00
446	Everything's 51	4,263	11/91-1/02
451	Supertex	2,535	8/90-8/00
452	Rite Camera	1,690	1/92-7/02
454	Expressly Peruvian	1,608	6/90-5/00
458	Hot Boyz	474	6/93-3/98
464	Buster Brown	845	3/89-2/99
470	Original Cookie Company	813	6/89-6/99
472	Lundstrom Jewelers	630	11/88-12/98

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Suite	Tenant	GLA (Sq. Ft.)	Lease Period
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474	Casual Corner	4,023	5/89-4/99
476	Gap	4,691	1/77-1/95
478	Structure	5,928	8/89-9/06
480	Unimtd	5,764	11/84-1/95
482/484	Payless Shoes/Payless Kids	6,203	11/93-10/03
486	Deh Shops	5,558	4/83-1/01
490	Children's Market	8,344	7/83-1/91
492/494	Foodlocker/Lady Foodlocker	5,539	9/89-9/99
498	Jenna West	1,115	7/90-7/00
500	Kids Foodlocker	1,212	12/91-11/01
502	QuickTex	1,810	9/84-8/94
504	Moody Shoe Repair	522	1/92-12/98

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

State	Tax	GA (Ga. P.)	Local	Period	
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306 Secretary of State

850 1/92-3/12/97

314 Wild Hair

1,500 9/90-8/00

330 Nails-N-Wax

732 2/92-2/97

334 Limited Express

12,131 10/3/91-10/31/06

338 Contempo Casual

4,000 10/91-9/01

340 Country Sert

3,140 8/89-7/99

902 AT & T Phone Center

2,263 12/88-12/96

1993 Main Mall Subtotal

305,577

1994 Main Mall Subtotal

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Suite	Tenant	GLA (Sq. Ft.)	Lease Period
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Main Walk Food Court

FC 234	Steak Escape	397	10/89 - 10/99
FC 236	Sbarro	1,084	10/89 - 10/97
FC 238	Long John Silver's	894	11/89 - 7/03
FC 250	Kennedy Fried Chicken	725	1/91 - 1/01
FC 301	Dunkin Donuts	287	8/91 - 8/01
FC 302	Taco Bell	742	11/89 - 12/99
FC 322	McDonald's	1,450	11/89 - 11/99

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Food City Shopping Complex (As of 12/1/93) RENT ROLL

Store	Terms	GLA (Sq. Ft.)	Lease Period
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FC 125 Munchi Wak 679 1/90-1/00

FC 123 A & W Hot Dogs 625 12/92-11/02

FC 130 Arby's 911 11/90-10/00

FC 132 Sara's 397 10/92-10/99

1993 Food Court Subtotal 2,653

1994 Food Court Subtotal

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Serial	Tenant	Area	Lease
		(Sq. Ft.)	Period

Cook's

K157	Missions	453	12/92-11/97
K153	Marling Pagoda	280	11/90-11/93
K150	Caterella	453	11/90-10/93
K155	Seraine	453	12/90-12/93
K156	Simbarica	227	10/1-9/30/94

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Serial	Tenant	GLA (Sq. Ft.)	Lease Period
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K156 Fresh Roasted Almonds 225 12/91-12/94

K158 Reflections 281 11/89-10/99

KATM Cole Taylor ATM 25 3/91-1/96

KATZ Cole Taylor ATM 9 6/92-4/97

1993 Kiosk Subtotal 2,407

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Ford City Shopping Complex (As of 12/31/97) RENT ROLL

Serial	Tenant	GLA (Sq. Ft.)	Lease Period
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The Connection

CE40	Silk Flowers	1,112	8-4-8
CE48	Garcias Lingerie	2,233	1/87-12/96
CE49	Cystal Goddess	470	6/93-1/96
CE20	Houltham's Irish Hatch	472	7/90-7/93
CE22	Moroney Comics	600	6/90-1/95
CE24	Fresh Clothing	1,227	1/93-12/97
CE25	Exact Time	370	7/90-6/95
CE23	Card City	2,878	11/91-12/31/00

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Ford City Shopping Complex (As of 12/1/97) RENT ROLL

Source	Tenant	G.A. (Sq. Ft.)	Lease Period
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CS11	Airbrush Artistry	63	7/92-6/99
CS16	Xenonatics	1154	11/91-11/98
CS19	Triangle Electronics	676	3/93-3/97
CS12	Bill's Trick Shop	1710	10/93-10/94
CS21	Afrocentric Pride	611	1/93-10/97
CS27	Kool Sounds	295	■-1-■
CS25	Big Surf	496	■-1-■
CS27	Exotic Creations	42	■-1-■
CS29	Lyla Jewelers	433	6/93-6/94

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Ford City Shopping Complex (As of 12/1/97) RENT ROLL

Suite	Tenant	G.A. (Sq. Ft.)	Lease Period
C340	Southwest Trussco	1,367	m-t-w
C348	The Alley (TERMINATED)	2,729	9/2-8/93 9/93-8/97
C350	Gifts for Success	12,425	10 year
	U.S. Post Office	194	m-t-w
C316	Firebox	1,921	m-t-w
C314	Underground Wheels	845	m-t-w
C313	Fox Eats	604	m-t-w
C315	Wear In At	316	m-t-w
1993 "The Connection" Subtotal		6,121	

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Lease	GLA	Lease
Period	(Sq. Ft.)	Period

Dundarct's

Kennedy Fried

2,500 11/78 - 1/99

Cocoros/Peaches

Wendy's

2,957 11/83 - 10/93

2,718 8/77 - 1/98

Burger King

Cole Taylor Bank

3,275 8/74 - 1/95

26,252 2/82 - 1/02

Peet's Vision

8,000 2/83 - 1/93

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Ford City Shopping Complex (As of 12/1/93) RENT ROLL

Account	Amount	Period
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Furniture 14,900 9/67-8/95

General Cinema Theater 72,545 8/90-8/93

1993 Outmarket Subtotal 133,247
1994 (unmarket) Subtotal

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Ford City Shopping Complex (As of 12/31/93) RENT ROLL



Account	Amount	Period
North Mall		
N920 K&R Ua	20,966	2/90-1/91
N926 Marshall	38,959	2/92-1/93
N932 F&M	39,567	12/90-11/90
N934 Reiter (xxxxxx)	1,748	2/94-1/94
N940 Minnesota Fabrics	20,520	2/90-1/91
N960 Homeowner's	41,535	3/88-10/93
* N970 Waxman	44,603	3/94-2/95
1993 North Mall Subtotal	211,618	
1994 North Mall Subtotal		
* Pending		

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EXHIBIT D

6-9-79

MAJOR TENANTS

(Over 20,000 Square Feet)

<u>Tenant</u>	<u>Square Feet</u>
Carson Pirie Scott	156,349
J.C. Penney	182,624
Montgomery Ward	194,093
Sears, Roebuck & Co.	148,450
Cole Taylor Bank	26,352
General Cinema Theater	72,545
Kids R Us	20,966
Marshalls	38,009
F & M	39,587
Minnesota Fabrics	20,520
Homemaker's	41,535
Wacamaw	44,603

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