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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

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DEPT-01 RECORDING 135.00
T00012 TRAN 6880 10/10/95 10:39:00
8409 + DT *-95-685428
COOK COUNTY RECORDER

KRW File No. 01980.01201

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This space reserved for Recorder.

MORTGAGE

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THIS MORTGAGE is made as of this 3rd day of October, 1995, between CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation, whose address is 401 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter collectively referred to as "Borrower"), and GERALD H. LURIE, whose address is 6804 SW 98th Street, Miami, Florida 33156 (hereinafter referred to as "Lender").

WITNESSETH

Borrower is justly indebted to Lender in the principal sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00) as evidenced by that Note of Borrower dated of even date herewith, made payable to Lender, providing for mandatory payments of principal and interest until said Note is fully paid, with a final payment of the balance of all principal and interest due thereunder, if not sooner paid due and payable on October 3, 2000.

To secure the payment of the principal sum of money evidenced by the Note, with interest thereon as provided therein, and the payment of all other sums advanced to protect the security of this Mortgage, with interest thereon, and the performance by Borrower of all of the covenants and conditions contained herein and in said Note and all other sums due and owing by Borrower to Lender and in further consideration of One Dollar (\$1.00) in hand paid, the receipt of which is acknowledged, the Borrower does hereby by these presents, GRANT, MORTGAGE, WARRANT AND CONVEY to Lender, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the Village of Elk Grove Village, County of Cook and State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof and all insurance proceeds relating thereto for so long and during all such times as the Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site energy systems providing power, electricity, heating, air conditioning, refrigeration, lighting, ventilation, water, and all plants, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings or of any structures or buildings heretofore or hereafter standing on the realty or on any part thereof or now or hereafter used in connection with the use and enjoyment of said realty, whether or not physically attached thereto, and together with all of Borrower's rights further to encumber said property for debt except by such encumbrance, which, by its actual terms and specifically expressed intent, shall be, and in all times remain, subject and subordinate to the lien of this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as the "Property".

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BOX 333-CT1

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TO HAVE AND TO HOLD the Property unto the said Lender, its successors and assigns forever, for the purposes and uses therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Obligations Relating to Property. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep said Property in good condition and repair, without waste and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Property superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (d) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Property and the use thereof; (e) not initiate or acquiesce in any zoning reclassification without Lender's written consent; and (f) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

2. Taxes. Borrower shall pay before any penalty attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Property when due, and shall, upon written request, furnish to Lender duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest. In the event, as owner of the Property, Borrower shall be entitled to the benefits of membership in any homeowner's association, or similar organization affording recreational or other facilities for the use of Borrower and other property owners or occupants in the vicinity of the Property, or to the use, in common with others, of any such facilities located beyond the Property by any arrangement whereby the cost of such facilities is to be shared by the users thereof, Borrower agrees to become a member of such association (incorporated or unincorporated) and to perform all obligations of membership, including the payment of any and all dues, assessments, service fees or other obligations incurred, to maintain such membership. The terms "assessments," as used in Paragraph 3 hereof, shall be deemed to include all payments so required.

3. Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire and such other hazards in a manner consistent with the insurance carried by Borrower on similar buildings, except that upon a sale of the Property such insurance shall be as may reasonably be required by Lender. Borrower shall also provide liability insurance with a combined single limit of not less than \$2,000,000. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Lender, with mortgage clauses attached to all policies in favor of and in form satisfactory to Lender, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Lender. Borrower shall deliver all policies, including additional and renewal policies, to Lender, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

4. Damage to Property. In case of loss, Borrower is hereby authorized to settle and adjust any claim under such insurance policies, and to collect and receipt for any such insurance money. The insurance proceeds may be applied to restoration or repair of the Property damaged provided such restoration or repair is economically feasible in Borrower's determination. If any event of default of Borrower has occurred hereunder, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

5. Prepayment. At such time as the Borrower is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Borrower shall have the privilege of making prepayments of the principal of the Note (in addition to the required payments) only in accordance with the terms and conditions, if any, set forth in said Note.

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6. Variation. If the payment of the indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation or release.

7. Rights of Lender. In case of default herein, and the continuance thereof after any applicable grace or cure period, and subject to any right to contest hereunder, Lender may but need not make any payment or perform any act herein required of Borrower in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Lender to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon from the date of the disbursement at the rate stated in the Note; provided that the aggregate amount of the indebtedness secured hereby together with all such additional sums advanced shall not exceed two hundred percent (200%) of the amount of the original indebtedness secured hereby. Action of Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower.

8. Duties When Paying Property Obligations. Lender in making any payment hereby authorized: (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

9. Default. If (a) default be made in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest or in any payment required to be made under the terms of said Note or this Mortgage and such default continues for five (5) days after written notice from Lender; or (b) a petition shall be filed by or against the Borrower in voluntary or involuntary bankruptcy or under Chapters XI, XII or XIII of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing; or (c) the Borrower shall be adjudicated bankrupt, or a trustee or a receiver shall be appointed for the Borrower or for all Borrower's property or the major part thereof in any proceeding, or any court shall have taken jurisdiction of the property of the Borrower or the major part thereof in any proceeding for the arrangement, liquidation or winding up of the affairs of the Borrower; or (d) the Borrower shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay Borrower's debts generally as they become due; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Borrower and the same shall continue for thirty (30) days after written notice from Lender, except that if such default is not reasonably capable of being cured within thirty (30) days, then Borrower shall have such additional time as may reasonably be necessary to cure such default, provided that Borrower promptly commences such cure and diligently prosecutes such cure; or (f) there shall exist an uncured default under the Note, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Lender become immediately due and payable, together with accrued interest thereon, without notice to Borrower.

10. Foreclosure. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication

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costs, and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property.

All expenditures and expenses of the nature in this Paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or said Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the rate stated in the Note and shall be secured by this Mortgage.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note secured hereby; fourth, any overplus to Borrower, its heirs, legal representatives or assigns, as its rights may appear.

11. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 9 hereof or abandonment of the Property, has the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 9 hereof and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender, or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

12. Inspection. Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose, so long as Lender does not unreasonably interfere with the rights of the tenants of the Property.

13. Condemnation. Borrower may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to restore or rebuild. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall be paid to Borrower.

13. Release. Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

14. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Borrower or Lender at the address set forth above, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

15. Forbearance. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The

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procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

16. Waivers. Borrower waives the benefit and agrees not to invoke any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws," not existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage. Borrower for Borrower and all who may claim through or under Borrower waives any and all rights to have the property and estates comprising the mortgaged Property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the mortgaged Property sold as an entirety. Borrower hereby waives and releases all rights and benefits under and by virtue of the homestead exemption laws of the State of Illinois. Borrower acknowledges that the mortgaged Property does not constitute agricultural real estate, as defined in Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et. seq., as from time to time amended (hereinafter referred to as the "Act") or residential real estate, as defined in Section 15-1219 of the Act. To the fullest extent permitted by law, Borrower, pursuant to Section 15-1601(b) of the Act, hereby voluntarily and knowingly waives any and all rights of redemption on behalf of Borrower, and each and every person acquiring any interest in, or title to the mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

17. Binding. This Mortgage and all provisions hereof shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage, and shall include the singular or plural as the context may require. All obligations of Borrower hereunder shall be joint and several if more than one party comprise the Borrower. The word "Lender" when used herein shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note secured hereby.

18. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof. Wherever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

19. Unauthorized Transfer. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party in opposing same in an action at law upon the note hereby secured. Any sale, conveyance, assignment, pledge, hypothecation, encumbrance or other transfer of title to, or any interest in, or the placing of any lien upon the Property or any portion thereof or of any entity owning any interest therein, whether voluntary or by operation of law ("Transfer"), without Lender's prior written consent, shall be an event of default hereunder; provided, however, that notwithstanding the foregoing, a Transfer shall be permitted prior to April 3, 1997 without Lender's consent and without penalty if (i) Borrower sells the Property during such time and (ii) the purchaser assumes the obligations of Borrower hereunder and under the Note. In such event Borrower shall be released from liability under the Note and this Mortgage. Any consent by Lender to, or any waiver of any event which is prohibited under this Paragraph 19 shall not constitute a consent to, or waiver of, any right, remedy or power of Lender upon a subsequent event of default.

20. Contest. Borrower shall have the right to contest liens and taxes.

21. Reasonable. If Lender's consent is required hereunder, such consent shall not be unreasonably withheld or delayed.


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

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CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation

By: 
Name: Michael Mullen
Title: Executive Vice President

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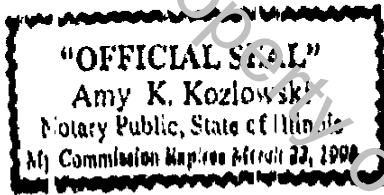
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Amy K. Kozlowski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Mullen, Executive Vice President of CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation, appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1995.



Amy K. Kozlowski
Notary Public

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EXHIBIT "A"

Legal Description

850 Arthur Avenue
Elk Grove Village, Illinois

PARCEL 1

Lot 284 in Centex Industrial Park Unit No. 164 being a Subdivision in Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

Lot 272 in Centex Industrial Park Unit No. 153 being a Subdivision in the South half of Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Number(s): 08-34-301-016
08-34-301-019

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