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MORTGAGE (ILLINOIS)

THIS AGREEMENT, made July 5th, 1996, between TRI-STATE PLASTIC M.F.G. INC., an Illinois corporation, 2300 S. Wentworth Avenue, Chicago, Illinois 60616 (hereinafter referred to as "Mortgagors") and CALIBER PACKAGING INC., a California corporation, 13950-A Cerritos Corporate Drive, Cerritos, CA 90703 (hereinafter referred to as "Mortgagee")

Witnesseth:

96518705

DEPT-01 RECORDING \$35.00
 T0012 TRAN 1247 07/08/96 14:36:00
 49706 CG *-96-518705
 COOK COUNTY RECORDER

Above Space for Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Promissory Note Secured by Mortgage on Real Property (the "note") of even date herewith, in the principal sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due (including, without limitation, any accrued and unpaid interest) on the thirtieth (30th) day of September, 2004, and all of said principal, interest and any other sums or charges due thereunder are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at Mortgagee's address provided above.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money, said interest and all other sums or charges which may become due under the note in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate.

EXHIBIT "C"
 TO AGREEMENT FOR PURCHASE AND SALE OF
 REAL PROPERTY AND ESCROW INSTRUCTIONS

BOX 333-CTI

96040693 CIVIL 0302

3500

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right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK IN THE STATE OF ILLINOIS, to wit:

LOTS 1 TO 25, INCLUSIVE IN BLOCK 14 IN SAMPSON AND GREENE'S SUBDIVISION OF BLOCK 2 TO 6 AND 11 TO 14 ALL INCLUSIVE IN SAMPSON AND GREENE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 17-20-127-001, 17-20-127-002, 17-20-127-003, 17-20-127-004, 17-20-127-005, 17-20-127-006, 17-20-127-007, 17-20-127-008, 17-20-127-009, 17-20-127-010, 17-20-127-011, 17-20-127-012, 17-20-127-013, 17-20-127-014, 17-20-127-015.

Address of Real Estate: 1501 S. Laffin, Chicago, Illinois 60608

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: _____

This mortgage consists of eight pages. The covenants, conditions and provisions appearing on pages 4, 5, 6, 7, and 8 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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Witness the hand ... and seal ... of Mortgagors the day and year first above written.

MORTGAGOR:

TRI-STATE PLASTIC M.F.G. INC.,
an Illinois corporation

By: [Signature]
Its: President

State of Illinois, County of Cook, ss.

IMPRESS
SEAL
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry C. Wang personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

" OFFICIAL SEAL "
PHILIP CHOW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/30/97

Given under my hand and official seal, this 15th day of July, 1996

Commission expires _____
[Signature]
NOTARY PUBLIC

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance or as otherwise approved by Mortgagee in its sole discretion in advance and in writing.

2. Without limiting the obligations of Mortgagor pursuant to the immediately preceding paragraph, Mortgagor will comply with all existing and future laws, regulations and ordinances affecting or regulating the Premises, the use thereof, or the activities conducted thereon, including, without limitation, all applicable laws, rules and regulations regarding the use, handling, generation, transportation, clean-up and disposal of Hazardous Materials, and Mortgagor shall comply with all restrictions of record with respect to the Premises or use thereof. For the purpose of this paragraph, the term "Hazardous Materials" shall include, but shall not be limited to, any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States of America. The term Hazardous Materials also includes, without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials table (49 CFR 172.101) as amended from time to time and includes any asbestos materials and petroleum or petroleum byproducts. If at any time it is determined that there are any Hazardous Materials located in, on, under, or around the Premises which under any environmental requirements of federal, state or local law, statute, ordinance or regulation or court or administrative order or decree, or private agreement ("Environmental Requirements") require special handling regarding the use, collection, storage, treatment, removal, clean-up or disposal thereof, Mortgagor shall commence with diligence within thirty (30) days after receipt of notice thereof and continue to diligently take all appropriate action, at Mortgagor's sole cost and expense, to comply with all such Environmental Requirements. Failure of Mortgagor to comply with all Environmental Requirements shall constitute a default under this Mortgage.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer services charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

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4. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payments or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee,, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

6. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

7. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

8. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 moneys paid for any of the purposes herein authorized and

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al expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice or demand and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder or under the note on the part of the Mortgagors.

9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, 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.

10. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest (along with any other charges or sums due), when due according to the terms hereof or the note. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

11. Mortgagors shall not, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, dispose of, alienate or further encumber or agree to sell, enter into a contract of sale, alienate, assign, transfer or dispose of all or any portion of any interest in the premises (collectively a "Transfer") without obtaining Mortgagee's prior written approval. In the event of a Transfer to which Mortgagee's consent has not first been obtained, Mortgagee, at its option, may declare the entire indebtedness secured by this Mortgage immediately due and payable. Without limiting the foregoing, a transfer of twenty-five percent (25%) or more of ownership interest of Mortgagors will constitute a Transfer.

12. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of 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 Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid

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or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any accrual or threatened suit or proceeding which might affect the premises or the security hereof.

13. 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 interest and late charges remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

14. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

15. 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 interposing same in an action at law upon the note hereby secured.

16. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

17. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

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18. If the payment of said 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 premises, 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 the Mortgagee, notwithstanding such extension, variation or release.

19. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

20. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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