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by and mail to:

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COOK COUNTY RECORDER

## MORTGAGE AND SECURITY AGREEMENT

by and between

COLE TAYLOR BANK, as successor Trustee to  
GLENVIEW STATE BANK,  
not personally but solely as Trustee under Trust Agreement  
dated July 15, 1975 and known as Trust Number 1126  
as Mortgagor

and

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PROVIDENT MUTUAL LIFE INSURANCE COMPANY,  
a Pennsylvania corporation  
as Mortgagee

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## MORTGAGE AND SECURITY AGREEMENT

**THIS MORTGAGE AND SECURITY AGREEMENT** (this "Mortgage") is made as of November 22, 1996 by and between COLE TAYLOR BANK, as successor Trustee to GLENVIEW STATE BANK, not personally but solely as Trustee under Trust Agreement dated July 15, 1975 and known as Trust Number 1126, with offices at 350 East Dundee Road, Wheeling Illinois 60090 ("Borrower"), and PROVIDENT MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation with offices at The Provident Mutual Building, 1600 Market Street, P.O. Box 7378, Philadelphia, Pennsylvania 19101 ("Lender").

### BACKGROUND

Borrower is indebted to Lender in the principal sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) with interest thereon, pursuant to a certain Mortgage Note of even date herewith (the "Note") made payable to the order of Lender. As additional security for the obligations secured hereby, Borrower has executed and delivered to Lender an Assignment of Rents and Leases assigning all of Borrower's rights as lessor under all leases affecting the Mortgaged Premise, now or hereafter in effect (the "Assignment of Leases"); an Assignment of Agreements affecting Real Estate (the "Assignment of Agreements"); the Borrower's Certificate (the "Borrower's Certificate"); and other documents given or to be given as security for the indebtedness evidenced by the Note. This Mortgage, together with the Note, Assignment of Leases, Assignment of Agreements, Borrower's Certificate, and all other documents executed in connection therewith are sometimes referred to herein collectively as the "Loan Documents".

### CONVEYANCE

NOW, THEREFORE, Borrower, in consideration of the indebtedness evidenced by the Loan Documents, and for better securing payment of the same, with interest and in accordance with their respective terms and conditions, together with all other sums recoverable by Lender under the terms of the Loan Documents and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, has granted, bargained, sold, released and conveyed and by these presents does grant, bargain, sell, release, warrant and convey unto Lender, its successors and assigns, the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate");

TOGETHER WITH all of Borrower's right, title and interest now owned or hereafter acquired in all buildings and improvements erected or hereafter erected on the Real Estate;

AND TOGETHER WITH all of Borrower's right, title and interest now owned or hereafter acquired, in or to (a) all fixtures, machinery, equipment and other articles of property

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of every nature whatsoever, whether or not real property, now or at any time hereafter installed in, attached to or situated in or upon, or used, useful, or intended to be used in connection with or in the operation or maintenance of, the Real Estate or the buildings and improvements erected or hereafter erected thereon, or in the operation of any buildings, improvements, plant or business now or hereafter situate thereon, which shall include, but not be limited to, all lighting, heating, ventilating, security, air conditioning, sprinkling and plumbing equipment, fixtures and systems, irrigation, water and power systems and fixtures, engines and machinery, boilers, gas and electric fixtures, radiators, heaters, ranges, furnaces, oil burners or units thereof, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, generators, electrical equipment, storm and screen windows, shutters, doors, decorations, awnings, shades, blinds and signs, and trees, shrubbery and other plantings; (b) all furnishings, furniture, appliances, supplies, tools, accessories and operating inventory now or hereafter located on the Real Estate; (c) all building materials, fixtures, building machinery and building equipment delivered on site to the Real Estate or any portion thereof during the course of, or in connection with the construction of, or reconstruction of, or remodeling of any buildings and improvements, from time to time during the term hereof; (d) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (e) all proceeds from the sale, transfer or other disposition of any of the foregoing, whether voluntary or involuntary, and all proceeds of the conversion of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards;

AND TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging to the Real Estate or any part thereof, hereby mortgaged or intended so to be, or in anywise appertaining thereto (including, without limitation, all rents, issues, income and profits arising therefrom); all streets, alleys, passages, ways, watercourses; all other rights, liberties, easements, covenants and privileges of whatsoever kind or character; the reversions and remainders; and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Borrower, in and to all of the foregoing or any or every part thereof, and all of the estate, right, title and interest of Borrower in and to each and every existing and future lease with respect to all or any portion of the Real Estate, including, without limitation, all rents, issues, income and profits arising therefrom. All of the Real Estate, together with the buildings, improvements, fixtures, machinery, equipment, tenements and other property and property interests above-mentioned are collectively referred to herein as the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed, or mentioned and intended so to be, with the appurtenances, unto Lender, forever.

AS INDEPENDENT AND SEPARATE SECURITY for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Borrower hereby (a) grants to Lender a security interest under the Illinois Uniform Commercial Code in, among other things, all fixtures, furnishings, furniture, equipment, appliances, machinery, supplies, tools, accessories and operating inventory now or hereafter owned by Borrower and now or hereafter located on the Real Estate, and such other items as are stated and more particularly described in

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the granting clauses set forth above, (b) assigns to Lender all leases, whether now in existence or hereafter created, together with all rents due and to become due thereunder and deposits and other payments made in respect thereof and, upon the occurrence of an Event of Default as hereinafter provided, confers upon Lender the power to enter upon and take possession of the Mortgaged Premises and to rent the same, either in its own name or in the name of Borrower, and to receive the rents, issues and profits and to apply the same to the payment of interest, principal, taxes, insurance premiums, repairs, alterations, improvements and other expenses in such order of priority as Lender shall determine, but such collection of rents, issues and profits shall not operate as an affirmation of any tenant, lease or sublease in the event that title to all or any part of the Mortgaged Premises should be acquired by Lender or any other purchaser at a foreclosure sale, (c) assigns to Lender all agreements of sale, contract rights, accounts receivable and business records relating to the Mortgaged Premises, together with all deposits and other payments made in respect thereof, and (d) assigns to Lender, as additional collateral security for all amounts secured hereby, all of Borrower's right, title and interest in and to all insurance policies, proceeds of insurance policies and condemnation proceeds applicable to all or any part of the Mortgaged Premises, regardless of who maintains such insurance, including but not limited to Borrower or any tenant of the Mortgaged Premises.

## ADDITIONAL PROVISIONS

Borrower represents, covenants, warrants and agrees to and with Lender, as follows:

1. Title; Power. Borrower has good and valid title to the Mortgaged Premises, to all rents, issues and profits therefrom, and has the right, full power and lawful authority to grant, convey and assign the same to Lender in the manner and form set forth herein. The Mortgaged Premises are free and clear of all liens, encumbrances and other charges whatsoever, excepting only those items excepted from the coverage of the ALTA Loan Policy of Title Insurance issued simultaneously herewith by Commonwealth Land Title Insurance Company to, and approved by, Lender (the "Permitted Exceptions"). Lender, its successors and assigns, will quietly enjoy and possess the Mortgaged Premises to the extent provided in this Mortgage, and Borrower shall defend as to all of the Mortgaged Premises the title of Lender hereby created.

2. Compliance. Borrower shall duly observe, conform, obey and comply with, or shall cause due observation, conformance, obedience and compliance with, all requirements of any governmental or quasi-governmental authority affecting all or any part of the Mortgaged Premises or the occupancy thereof or the business or operations now or hereafter conducted thereon, and will ensure that the Mortgaged Premises continuously complies with all applicable environmental and other laws, ordinances and regulations; provided, however, that if Borrower in good faith and by appropriate action, protest or proceedings shall contest the validity or application of any such requirement, law, rule or regulation, then Borrower shall not be required to comply with any such requirement, law, rule or regulation so long as the contest (a) operates to prevent enforcement thereof or the potential sale, forfeiture or loss of the Mortgaged Premises; (b) does not interfere with the use, occupancy or operations of the Mortgaged Premises, the rent

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payable by tenants of the Mortgaged Premises and the timely payment of all sums due hereunder; and (c) is maintained and prosecuted with diligence and has not been terminated or discontinued adversely to Borrower.

3. Payment and Performance. Borrower shall pay to Lender, in accordance with the terms of the Note and this Mortgage, the principal and interest, and all other sums therein and herein set forth, and shall perform and comply with all the agreements, conditions, covenants, provisions and undertakings contained in each of the Note, this Mortgage and all of the other Loan Documents.

4. Taxes and Other Charges.

4.1 Except to the extent paid by Lender from the escrow established under Paragraph 4.2 hereof, Borrower shall pay or cause to be paid when due and payable and before interest or penalties shall accrue thereon, without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied or filed at any time against Borrower, the Mortgaged Premises or any part thereof or against the interest of Lender therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale. Borrower, if and as requested by Lender, shall produce to Lender, not later than ten (10) days prior to the dates when any of the same shall commence to bear interest or penalties, receipts for the payment thereof. Notwithstanding the foregoing, if Borrower in good faith and by appropriate legal action shall contest the validity or application of any such item or the amount thereof and, at the option of Lender, shall have established on its books or by deposit of cash with Lender a reserve for the payment thereof in such amount as the Lender may require, and the Lender has consented in writing to such action, then Borrower shall not be required to pay the item or the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, stay any proceedings which may be instituted to enforce payment of such item and prevent a sale of the Mortgaged Premises to pay such item, such contest is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Borrower. It is expressly agreed that no credit shall be claimed or allowed on the interest payable on the Note because of any taxes or other charges paid.

4.2 Borrower agrees to pay to Lender, in addition to and at the time of the required payments of principal and interest and other sums payable hereunder, under the Note and under the other Loan Documents, and commencing with the first regular monthly payment, a sum equal to the taxes, water and sewer rents and assessments next due on the Mortgaged Premises (all as estimated by Lender) together with any sums due for special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Premises prior to the lien of this Mortgage, less all sums already paid therefor or deposited with Lender for the payment thereof, divided by the number of payments to become due before one (1) month prior to the date when such taxes, assessments and other charges will become due. Such sums shall be held by Lender, without interest, and applied by Lender to pay such taxes and assessments when due. If the amount of such deposits shall exceed payments

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made by Lender for such taxes and assessments, the excess shall be credited on account of subsequent deposits to be made by Borrower. If such deposits shall be insufficient to pay such taxes and assessments when due, Borrower shall pay to Lender the amount of the deficiency no later than the first day of the month following determination of the deficiency. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Lender. If, pursuant to any provision of the Note or this Mortgage, the whole amount of the principal debt secured hereby becomes due and payable, Lender shall have the right, at its sole election, to apply any amount so held against the indebtedness secured hereby.

## 5. Insurance.

5.1. Borrower shall, from and after the date hereof and at all times while this Mortgage is in force or the Note remains outstanding, maintain at Borrower's expense insurance in amounts, with deductibles and with companies satisfactory to Lender. Without limiting the generality of the foregoing, Borrower shall maintain the following minimum coverages, and shall not carry separate insurance, concurrent in kind or form, unless otherwise agreed to in writing by Lender:

5.1.1. insurance which complies with the workers' compensation and employers' liability laws of all states in which Borrower shall have employees;

5.1.2. comprehensive general liability insurance covering all operations of Borrower and with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury (including death) and property damage not less than \$1,000,000.00 in the aggregate;

5.1.3. during the course of any construction, reconstruction, remodeling or repair of improvements on the Mortgaged Premises, builders' all-risk extended coverage insurance in amounts based upon the replacement value of the improvements (excluding roads, foundations, parking areas, paths, walkways and like improvements), including coverage for loss of contents and endorsed to provide that occupancy by any person shall not void such coverage;

5.1.4. following completion of construction and prior to occupancy by any person, fire, extended coverage, vandalism and malicious mischief insurance in an amount equal to the replacement value of the improvements located on the Mortgaged Premises, including coverage for loss of contents owned by Borrower (but excluding the costs of all excavations and foundations and footings below the lowest basement floor), but in no event less than \$4,000,000.00, which policy shall contain a replacement cost endorsement;

5.1.5. automobile liability insurance covering all owned, non-owned and hired vehicles used by Borrower in the conduct of its business, with a combined single limit for bodily injury (including death) and property damage of not less than \$2,000,000.00 per occurrence;

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5.1.6. umbrella liability insurance concurrent with the coverages named in subparagraphs 5.1.2, 5.1.3, 5.1.4 and 5.1.5 of this 5.1, in an amount not less than \$5,000,000.00;

5.1.7. business interruption insurance and/or "loss of rental value" insurance, as appropriate, for a period of twelve (12) months in an amount equal to the gross income from the Mortgage Premises for a period of twelve (12) months, as determined from time to time to be reasonably satisfactory to Lender; and

5.1.8. such other insurance, and in such amounts, as may from time to time be required by Lender.

5.2. In addition to the other insurance coverages required under the provisions of this Mortgage, Mortgagor agrees that if Mortgagee determines at any time that the security is located in an area designated as a flood hazard area under the National Flood Insurance Administration, then Mortgagee may require at any time that flood insurance be obtained and thereafter kept in force and maintained by Mortgagor in accordance with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973. Mortgagor agrees to immediately purchase and thereafter keep in force, pay for, and maintain such insurance during the term of this Mortgage and the Note secured hereby upon request of Mortgagee in an amount equal to the unpaid principal balance of the indebtedness secured hereby or the maximum amount of coverage available, whichever is less. Mortgagor shall immediately give to Mortgagee written notice of any notice that it receives that such property is in any way affected by the National Flood Insurance Program of the Department of Housing and Urban Development's Federal Insurance Administration, or such similar program as may hereafter exist.

5.3. Upon execution hereof, Borrower shall furnish to Lender duplicate copies of such policies of insurance or, if acceptable to Lender, certificates of Borrower's insurance agent certifying to the insurance required and including photocopies of all policies certified by such agent to be true and correct, in each case specifying the expiration date. Not less than thirty (30) days prior to the expiration of any such coverage, Borrower shall deliver to Lender a duplicate policy or certificate evidencing the renewal of such coverage and the payment of all premiums.

5.4. The liability insurance policy required under Paragraph 5.1.2 shall name Lender as an additional insured and the policies required under Paragraphs 5.1.3, 5.1.4 and 5.1.7 shall name Lender as mortgagee under a standard mortgagee clause. The policy required under Paragraph 5.1.7 shall name Lender as loss payee under a loss payable endorsement. All policies and endorsements must be manually signed and shall be issued by and maintained with companies acceptable to mortgagee and which (a) have an A.M. Best and Company financial rating of A or better and a size class rating of VIII or larger; and (b) are licensed to do business in Illinois.

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5.5. Each insurance policy shall be on a non-reporting form basis and shall contain an endorsement (a) stating that the insurance policy shall not be cancelled, altered, changed, amended or modified, nor shall any coverage therein be reduced, deleted, amended, modified, changed or cancelled by either party named as insured, or the insurance company issuing the insurance policy without thirty (30) day prior written notification to Lender; (b) stating that any loss otherwise payable thereunder shall be payable to Lender notwithstanding any act or neglect of the insureds and notwithstanding the occupation or use of the Mortgaged Premises for purposes more hazardous than permitted by the terms of such policy, any change in title to or ownership of the Mortgaged Premises, or any provision of the policy relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Mortgaged Premises against the peril involved, whether or not collectible; and (c) excluding Lender from the operation of any coinsurance clause.

5.6. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe, in the opinion of Lender, by reason of Borrower's breach of any condition thereof, or by reason of the failure or impairment of the capital of any company in which the insurance shall be carried, or if for any reason whatsoever the insurance shall be unsatisfactory to Lender, Borrower shall place new insurance on the Mortgaged Premises satisfactory to Lender.

5.7. In the event of loss to all or any portion of the Mortgaged Premises, Borrower shall give immediate written and oral notice thereof to Lender, and Lender may make proof of loss if not made promptly by Borrower, provided, however, that any adjustment of proof of loss shall require the prior written consent of Lender. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, to Lender instead of to Borrower and Lender jointly, and Borrower irrevocably appoints Lender as Borrower's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable.

5.8. All policies of insurance required hereunder and all renewals thereof are hereby assigned to Lender as additional security for payment of the indebtedness hereby secured and Borrower hereby agrees that, if an Event of Default hereunder shall have occurred and be continuing, any amounts available thereunder upon cancellation or termination of any of such policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to Lender as assignee thereof. If Lender becomes the owner of the Mortgaged Premises, or any part thereof, by foreclosure or otherwise, such policies, including all right, title and interest of Borrower thereunder, shall become the absolute property of Lender.

5.9. Subject to the terms and provisions of Sections 5.11 and 5.12 below, Lender shall have the right to retain and apply the proceeds of any such insurance, at its sole election, to reduction of the indebtedness secured hereby, or to require Borrower to restore or repair the damaged portion of the Mortgaged Premises.

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5.10. With respect to the proceeds of any business interruption insurance carried with respect to the Mortgaged Premises, Lender may retain and apply such proceeds to reduce the indebtedness hereby secured. If Lender receives proceeds of business interruption insurance in excess of those to be applied for the current month, Lender may retain such additional proceeds in escrow, for the account of Borrower, and so apply such proceeds on a monthly basis. However, any such proceeds not needed to be applied to keep Borrower current and not in default during the reasonably estimated period of time when the revenues from the operation of the Mortgaged Premises will be inadequate to provide Borrower with sufficient funds with which to pay Lender the amounts falling due each month, shall be paid over to Borrower.

5.11. Notwithstanding any provision herein to the contrary, in the event of any damage or destruction to the Mortgaged Premises, the Lender shall make the proceeds of insurance received as a result of such damage or destruction available for the repair and restoration of the Mortgaged Premises, subject to the following conditions: (i) the portion of the Mortgaged Premises remaining after the casualty can with restoration and repair continue to be operated for the purposes utilized immediately prior to the damage; (ii) there does not then exist any event of default under this Mortgage or any of the other Loan Documents evidencing or securing the loan evidenced by the Note; (iii) in Lender's opinion, the appraised value of the Mortgaged Premises after restoration or repair shall not have been reduced from its value prior to the damage; (iv) a sufficient number of tenants occupying the Mortgaged Premises certify to Lender that they shall remain in possession of their demised premises with their leases in full force and effect without any abatement or adjustment of rental payments (other than temporary abatements during the period of restoration or repair) to generate cash flow from the Mortgaged Premises sufficient to provide a debt coverage ratio satisfactory to Lender; (v) no liens are created; (vi) the Lender shall have received satisfactory evidence that the Mortgaged Premises has been fully repaired and restored, or that by the expenditure of such money will be fully repaired and restored, free and clear of all liens; (vii) in the event such proceeds shall be insufficient to repair and restore the Mortgaged Premises, the Borrower shall have deposited with the Lender the amount of such deficiency; and (viii) disbursement of insurance proceeds shall be made available as set forth in Section 5.12 below. In the event the Borrower shall fail within a reasonable time to repair and restore the Mortgaged Premises, then the Lender, at its option, may repair and restore the Mortgaged Premises for or on behalf of the Borrower and for such purpose may do all necessary acts, including using said funds deposited by the Borrower as aforesaid.

5.12 All proceeds of insurance shall be payable to Lender and if available for restoration as provided above shall be disbursed by Lender to Borrower only upon the terms and conditions hereinafter set forth.

(a) Such proceeds shall be first applied to pay all reasonable expenses incurred by Lender in connection with the casualty, including, without limitation, attorneys' fees. Proceeds remaining thereafter are referred to hereafter as "Net Proceeds".

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(b) Lender shall disburse the Net Proceeds to Borrower on the following terms and conditions:

(i) Prior to the first and each subsequent disbursement, Lender must be satisfied that:

(1) Lender is holding a fund comprised of (a) the Net Proceeds and, if necessary, (b) additional deposits made by Borrower or tenants of the Mortgaged Premises, which, in the reasonable judgment of Lender, is sufficient to restore the improvements on the Mortgaged Premises to the condition immediately prior to the loss or damage, together with (c) a fund (comprised of rental interruption insurance proceeds or funds deposited by Borrower) sufficient to pay operating expenses, taxes, debt service on the Note and other so-called "carrying costs" of the Mortgaged Premises during the period of repair;

(2) after the repairs are completed, the Mortgaged Premises will produce sufficient income to pay operating expenses, taxes, debt service on the Note and other so-called "carrying costs" of the Mortgaged Premises;

(3) the repairs will be conducted under the supervision of an architect, engineer and/or a general contractor selected and paid by Borrower and approved by Lender;

(4) the repairs will be performed pursuant to plans and specifications approved by Lender and by a contractor selected and paid by Borrower and approved by Lender;

(5) the Mortgaged Premises, after the repairs are completed, will be in compliance with all applicable laws, ordinances, regulations and the like; and

(6) no default, or occurrence which with the passage of time or the giving of notice will be a default, exists under any of the terms, covenants and conditions of the Loan Documents.

(ii) With respect to each disbursement and accompanying each request therefor, Borrower will deliver to Lender:

(1) a certificate addressed to Lender executed by Borrower and by the architect, engineer or general contractor

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supervising the repairs, stating that such disbursement is to pay for costs of repair not paid previously by any other prior disbursement and that the amount of such disbursement does not exceed the aggregate of such costs incurred or paid on account of work, labor or services performed and material installed in or stored upon the Mortgaged Premises at the date of such certificate; and

(2) an endorsement to Lender's title insurance policy, in which the making of the disbursement is recognized and the effective date of coverage is changed to the date of disbursement with no intervening liens thereon, together with such other endorsements as Lender may require.

(iii) Each disbursement shall be in an amount equal to 90% of the costs described in the certificate referred to in Paragraph (b)(ii)(1) above. Disbursement of the final balance of the Net Proceeds, constituting not less than ten (10%) thereof, shall be disbursed only upon delivery to Lender of the following, in addition to the foregoing:

(1) evidence satisfactory to Lender that all claims then existing for labor, services and materials enforceable by lien upon the Mortgaged Premises have been paid in full or provision acceptable to Lender has been made therefore;

(2) a certificate of such architect or engineer or general contractor that the repairs of the Mortgaged Premises have been completed in a good and workmanlike manner and in accordance with all laws, rules, regulations, orders, codes and ordinances then applicable to such restoration; and

(3) an estoppel certificate in form satisfactory to Lender from each tenant occupying or leasing space in the Mortgaged Premises affected by the loss.

(c) If the loss or damage is repaired pursuant to Paragraph (ii) above, Lender shall apply any Net Proceeds in excess of the amount used for such repairs to reduction of the indebtedness secured hereby.

(d) If any of the foregoing conditions are not or cannot be satisfied, the provisions of this Mortgage relating to disposition of insurance proceeds shall again become applicable. Moreover, in such cases, Lender shall have the option to make the repairs for and on Borrower's behalf and do any other act Lender deems necessary and appropriate.

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(e) Lender shall in no event be liable for the performance or observance of any covenant or condition arising under any lease in connection with the Mortgaged Premises or be obligated to take any action to repair or restore the Mortgaged Premises.

(f) Notwithstanding the foregoing, the obligations of Lender hereunder are subject always to the right and option of Lender to apply all or any portion of the Net Proceeds to cure any Event of Default existing or arising at any time or times in the terms, covenants and conditions of the Note or other Loan Documents.

6. Waste; Maintenance; Alterations; Compliance. Borrower (a) shall abstain from and shall not permit the commission of waste in or about the Mortgaged Premises; (b) shall maintain the Mortgaged Premises in good order and condition and, except with respect to any undeveloped portion thereof, in a rentable and tenantable state of repair; (c) shall make or cause to be made, as and when necessary, all repairs and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen, whether or not the same may be necessary by reason of fire or other casualty and whether or not insurance proceeds are available therefor; (d) shall not remove or demolish the buildings or other improvements now or hereafter erected upon the Real Estate, nor alter the design or structural character of any building or other improvement now or hereafter erected thereon so as to diminish the value thereof, unless Lender shall first consent thereto in writing; and (e) shall comply with all federal, state, county, township and other governmental or quasi-governmental laws, ordinances, regulations, covenants, conditions, orders, licenses, permits, approvals and restrictions affecting the Mortgaged Premises (except to the extent Borrower contests any of the same in accordance with Paragraph 2 hereof).

## 7. Leases.

7.1. Borrower shall timely perform all of its obligations under the terms and conditions of any leases (including ground leases) affecting the Mortgaged Premises and shall not accept rent therefor in advance for a period of more than one (1) month.

7.2. Borrower represents that there are no leases or agreements to lease all or any part of the Real Estate now in effect, except those specifically set forth in, and assigned to Lender by, the Assignment of Leases. Borrower agrees that, further to evidence and reflect the assignment of leases granted herein, Borrower shall execute, acknowledge and deliver to Lender assignments of all existing and future leases of all or any portion of the Real Estate in form and substance satisfactory to Lender and shall at the request of Lender, at Borrower's expense, record such leases or memoranda thereof, and all assignments thereof.

7.3. There is no assignment or pledge of any rents, issues and profits of or from the Mortgaged Premises now in effect, except pursuant to the Assignment of Leases. Borrower shall not make any assignment or pledge thereof to anyone other than Lender until the indebtedness secured hereby is fully paid.

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7.4. No existing or future lease of all or any part of the Real Estate shall be altered, modified, cancelled or surrendered without the prior written consent of Lender, and no future lease of all or any part of the Real Estate shall be entered into, except as provided in the Assignment of Leases, or otherwise with the written consent of Lender, provided that Borrower may enter into standard lease agreements at rental rates pre-approved by Lender without the consent of Lender. No rent and other sum payable under such lease shall be payable more than thirty (30) days in advance.

7.5. Either Borrower or its designee shall be the exclusive manager of the Mortgaged Premises during the entire term of the Loan. Any management company selected by Borrower and the duties to be performed by such management company shall be satisfactory to Lender in every respect. All existing management agreements shall have been submitted to Lender and its counsel for examination and approval. No future management agreement shall be entered into and no existing or future management agreement is to be materially amended, modified or cancelled without the prior written consent of Lender.

8. Declaration of No Set-Off. If requested at any time by Lender, Borrower shall promptly (and in any event within ten (10) days after notice) furnish Lender or Lender's designee with a Declaration of No Set-Off, in form and substance satisfactory to Lender or any such designee, certifying, in a writing duly acknowledged, the amount of principal, interest and other charges then owing under the Loan Documents, and whether there are any set-offs or defenses against the same, and, if so, the nature thereof.

9. Inspection. Lender and any person authorized by Lender shall have the right at any time, upon notice to Borrower, to enter upon the Mortgaged Premises during normal business hours to inspect and photograph its condition and state of repair.

10. Financial Statements. In order for Lender to have a full and clear understanding of the operation of the Mortgaged Premises, and of Borrower's financial standing, within ninety (90) days after the end of either each calendar year or Borrower's fiscal year, if different, Borrower shall, at its own cost and expense, deliver to Lender Borrower's audited and certified annual financial statement, including a balance sheet, income and expense statement and statement of any substantial change in financial position as of the end of such calendar or fiscal year, together with a rent roll and statement of income and expenses for such calendar or fiscal year then ended relating to the Mortgaged Premises, and such other financial information as Lender may reasonably request from time to time, all in reasonable detail and certified by the beneficiaries of Borrower (collectively, the "Beneficiary") in a manner satisfactory to Lender. Borrower shall make the books and accounts relating to the Mortgaged Premises available for inspection by Lender, or its representatives, upon request at any reasonable time.

11. Required Notices. Borrower shall notify Lender promptly of the occurrence of any of the following: (a) a fire or other casualty causing damage to the Mortgaged Premises, including discovery of Hazardous Substances (as defined in Paragraph 25 hereof); (b) receipt of notice of eminent domain proceedings or condemnation of all or any portion of the Real Estate;

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(c) receipt of notice from any governmental authority relating to the structure, use, operation or occupancy of the Mortgaged Premises; (d) receipt of any notice with regard to any Hazardous Discharge or any other environmental matter affecting the Mortgaged Premises or Borrower's interest therein, including notice of a Release of Hazardous Substance (as all of such terms are defined in Paragraph 26 hereof), request for information, demand letter or notification of potential liability from any entity relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Mortgaged Premises or at any other site owned or operated by Borrower; (e) substantial change in the occupancy, operation or use of any portion of the Mortgaged Premises; (f) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on, or security interest in, the Mortgaged Premises; (g) commencement of any litigation or notice of any threat of litigation affecting the Mortgaged Premises; or (h) receipt of any notice from any tenant of all or any portion of the Mortgaged Premises alleging a default, failure to perform or any right to terminate its lease or to set-off rents, or terminating its lease and setting-off any rents.

## 12. No Transfer; No Other Liens.

12.1.(a) 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 Mortgaged Premises, the beneficial interest in Mortgagor or any ownership interest in Mortgagor or in the beneficiary of Mortgagor (whether voluntary or by operation of law) without Mortgagee's prior written consent shall be an Event of Default hereunder. Any consent by Lender to any transfer hereunder is within Lender's sole discretion and may be conditioned upon (1) repayment of a portion of the unpaid balance of the principal; (2) modification of the Interest Rate (as defined in the Note); or (3) payment of an assumption fee. A consent by Lender to one such transfer or disposition shall not be construed as continuing or as a bar to or waiver of the requirement of the prior written consent of Lender to any subsequent transfer or disposition. For the purpose of, and without limiting the generality of, Paragraph 12.1, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Mortgaged Premises and therefore an Event of Default hereunder: (i) any sale, conveyance, assignment or other transfer of or granting of a security interest in any (A) general partnership interest in any limited partnership or general partnership, (B) corporation, or (C) limited liability company, which is the Mortgagor or the beneficiary of Mortgagor hereunder, provided that if there is only one (1) general partner and that general partner dies or becomes incapacitated, a transfer to a successor general partner, subject to the approval of Mortgagee, which approval will not be unreasonably withheld, will not be an Event of Default; (ii) any sale, conveyance, assignment or other transfer of or granting of a security interest in any ownership interest in any partnership, corporation or limited liability company directly or indirectly controlling the Mortgagor or the beneficiary of Mortgagor which results in any material change in the identity of the individuals previously in control of the Mortgagor or the beneficiary of Mortgagor or if the secured party holding such security interest would exercise its remedies; or (iii) any sale, conveyance, assignment or other transfer of or granting of a security interest in the beneficial interest in Mortgagor, if applicable.

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(b) Notwithstanding any other provision to the contrary herein, Lender will consent in writing to one (1) transfer of the Mortgaged Premises (hereinafter referred to as the "Initial Sale"), in its entirety, provided that (i) no Event of Default then exists hereunder; (ii) written notice of said transfer, together with (x) such financial statements of and credit reports or other information on the transferee as Lender may reasonably request, (y) detailed information concerning the real estate ownership and management record and experience of the transferee and/or the professional property management company which the transferee will retain to manage the Mortgaged Premises, and (z) copies of the purchase agreement and the proposed sale documents, are delivered to Mortgagee at least ninety (90) days prior to the transfer; (iii) Lender approves the creditworthiness, real estate ownership and management experience of the transferee and otherwise approves the transferee in Lender's sole and absolute discretion; (iv) Lender approves the proposed management for the Mortgaged Premises; (v) Borrower pays to Lender a transfer fee in an amount equal to one percent (1.0%) of the unpaid principal balance secured hereby on the date of said transfer; (vi) the outstanding principal balance due under the Note does not exceed seventy-five percent (75%) of the purchase price of the Mortgaged Premises; (vii) Borrower delivers to Lender an assumption agreement in a form required by Lender whereby all of the obligations under the Note, this Mortgage and the other loan documents are assumed by the transferee; (viii) Borrower delivers to Lender an agreement substantially in the form of the Environmental Indemnity Agreement and other documents executed in connection with the Note and this Mortgage, of such partners, beneficiaries or owners of said transferee or purchaser, as Borrower shall, in its sole and absolute discretion, require; (ix) copies of the executed transfer documents are promptly delivered to Lender upon completion of the transfer; and (x) Borrower pays Lender's out-of-pocket expenses. Any consent by Lender to any transfer hereunder is within Lender's sole discretion and may be conditioned upon (1) repayment of a portion of the unpaid balance of the principal; (2) modification of the Interest Rate (as defined in the Note); or (3) payment of an assumption fee. A consent by Lender to one such transfer or disposition shall not be construed as continuing or as a bar to or waiver of the requirement of the prior written consent of Lender to any subsequent transfer or disposition.

12.2. Borrower shall not lease any personal property, as lessee, which is now or hereafter intended to be a part of the Mortgaged Premises or is necessary for the operation of Borrower's business at the Mortgaged Premises, or create or cause or permit to exist any lien on, or security interest in the Mortgaged Premises, including any furniture, fixtures, appliances, equipment, or other items of personal property which are intended to be or become part of the Mortgaged Premises.

12.3. Borrower shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Lender, to terminate any lease of all or a portion of the Mortgaged Premises whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Lender. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Borrower or as

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a matter of law, and any such attempt to terminate any such lease shall be ineffective and void without first obtaining the prior written consent of Lender.

12.4. Borrower shall not, without the prior written consent of Lender, create or cause or permit to exist (voluntarily or involuntarily) any lien (other than the lien of this Mortgage), encumbrance or charge on, or security interest in, all or any part of the Mortgaged Premises, excepting only the Permitted Exceptions and real estate taxes which are not yet due and payable. If any such lien or encumbrance is filed or entered, Borrower shall have it removed of record within fifteen (15) days after it is filed or entered by either paying it, having it bonded over or otherwise having it removed of record. In the event the lien is bonded over, Borrower shall keep Lender apprised of its progress to cause the lien to be removed of record. By placing or accepting a mortgage, lien or encumbrance of any type, whether voluntary or involuntary, against the Mortgaged Premises, the holder thereof shall be deemed to have agreed, without any further act or documentation being required, that its mortgage, lien, or encumbrance shall be subordinate in lien priority to this Mortgage and to any future amendments, consolidations or extensions to this Mortgage (including, without limitation, amendments which increase the interest rate on the Note, provide for future advances secured by this Mortgage or provide for the release of portions of the Mortgaged Premises with or without consideration).

12.5. The holder of any subordinate mortgage or other lien, whether or not consented to by Lender, expressly agrees by acceptance of such subordinate mortgage or other lien that it waives and relinquishes any rights which it may have, whether under a legal theory of marshalling of assets or any other theory at law or in equity, to restrain Lender from, or recover damages from Lender as a result of, Lender's exercising its various remedies hereunder and under any other documents or instruments evidencing or securing the indebtedness secured hereby, in such order and with such timing as Lender shall deem appropriate in its sole and absolute discretion.

12.6. Lender may, at any time or from time to time, renew, extend or increase the amount of this Mortgage, or alter or modify the terms of this Mortgage or the Note in any way, or waive any of the terms, covenants or conditions hereof or of the Note in whole or in part and may release any portion of the Mortgaged Premises or any other security, and grant such extensions and indulgences in relation to the indebtedness secured hereby as the Lender may determine, without the consent of any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority or the lien hereof on all or any part of the Mortgaged Premises.

12.7. Any violation of any of the foregoing limitations, at the option of Lender, shall be deemed an Event of Default hereunder.

13. Cure by Lender. If Borrower at any time fails to pay any claim, lien or encumbrance which shall be prior to this Mortgage, or to respond promptly to a Hazardous Discharge (as that term is defined in Paragraph 25 hereof), or to any notice described in Paragraph 10 hereof, or to pay when due any tax or assessment or any insurance premium, or

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to keep the Mortgaged Premises in repair, or to replace or restore as required hereby, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Premises or the title thereto, Lender, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such cleanup, repairs, replacements or restorations and take such steps as it deems advisable to prevent or cure such failure, and may appear in any such action therein as Lender deems advisable, and for any of such purposes Lender may advance such sums of money as it deems necessary, provided, however, the aggregate amount of the indebtedness secured hereby together with all such additional advances shall not exceed two hundred percent (200%) of the amount of the original indebtedness secured hereby. Borrower shall pay to Lender immediately and without demand all sums of money advanced by Lender pursuant to this paragraph, together with interest on each advance at the Default Rate, as defined in the Note, and all such sums and interest thereon shall be secured hereby.

14. Change in Laws. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of lands, for the purpose of taxation, any lien thereon, or imposing upon Lender the obligation to pay the whole, or any part, of the taxes, assessments, charges or liens herein required to be paid by Borrower, the entire unpaid balance of the indebtedness secured by this Mortgage shall, at the option of Lender and after sixty (60) days notice to Borrower, become due and payable; provided, however, that if, in the opinion of Lender's counsel, it is lawful for Borrower to pay such taxes, assessments, charges or liens, or to reimburse Lender therefor, and Borrower lawfully makes payment thereof or reimburses Lender therefor, then there shall be no such acceleration of the time for payment of the unpaid balance of the indebtedness secured hereby.

15. Retention of Counsel. If Lender retains the services of counsel by reason of an Event of Default hereunder or under the Loan Documents, or on account of any matter involving Borrower's title to the Mortgaged Premises or the security interest intended to be granted hereby, including, without limitation, review of leases, easements, amendments to the Loan Documents, other related agreements or documents, any condemnation proceedings, bankruptcy proceedings, or proceedings involving defects in title which are not covered by Lender's title insurance policy, or for examination of matters subject to Lender's approval under the Loan Documents, all costs of suit, if any, and all reasonable attorneys' fees shall forthwith become due and payable and shall be secured hereby. If Lender shall institute legal proceedings to foreclose this Mortgage or enter judgment on the Note, Borrower shall pay all expenses, including reasonable attorneys' fees approved by the court having jurisdiction of the proceedings and court costs, of Lender in connection with all such proceedings, costs of sale, surveying, environmental and appraisal costs, whether or not otherwise legally chargeable to Borrower, together with interest at the Default Rate, as defined in the Note, until actual payment is made of the full amount due Lender, and all such sums shall be secured hereby.

16. Events of Default. Each of the following shall constitute an event of default hereunder (an "Event of Default"):

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16.1 the failure of Borrower to pay when due any amount of principal or interest under the Note after the expiration of applicable grace periods.

16.2 the failure of Borrower to pay when due any sum required to be paid under any of the Loan Documents other than as set forth in Paragraph 16.1, provided, however, that Borrower shall be entitled to receive five (5) business days written notice of such failure no more than once in any twelve (12) month period;

16.3 any breach of the covenants contained in Paragraphs 4, 5.1, 12 and 25 hereof;

16.4 any breach, default or violation by Borrower in connection with any other obligation, covenant, agreement, undertaking or provision imposed upon it by the Note, this Mortgage or any of the Loan Documents (other than those matters identified in Paragraphs 16.1 and 16.3 above) which remains uncured for fifteen (15) days after written notice of the default from Lender; provided that if such breach, default or violation cannot be reasonably cured, and provided Borrower has commenced the curing of the same and diligently pursues such cure, such 15-day period shall be extended for an additional period of time as may be reasonably necessary to cure such breach, default, or violation taking into account the nature of such breach, default or violation and its impact on the Lender's interest in the Mortgaged Premises, and provided that in no event shall such cure period exceed 180 days in the aggregate;

16.5 the occurrence of a default or an Event of Default by Borrower, as landlord, under any lease affecting the Mortgaged Premises as therein provided (after expiration of applicable grace periods, if any);

16.6 the occurrence of a default or an Event of Default under any other obligation secured by the Mortgaged Premises or any part thereof;

16.7 the occurrence of a default or an Event of Default under any other obligation undertaken by Borrower in favor of Lender in respect of this Loan, or under any document securing or evidencing such obligation, whether or not such obligation is secured by the Mortgaged Premises or any part thereof;

16.8 the dissolution of the beneficiary of Borrower unless the beneficiary is reconstituted under Illinois law within thirty (30) days thereafter; or

16.9 if, by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Borrower or any surety for the indebtedness secured hereby, or of the Mortgaged Premises or of any of the property of Borrower or any surety, shall be appointed and shall not have been discharged within sixty (60) consecutive days thereafter, or if by decree of a court of competent jurisdiction Borrower or such surety shall be adjudicated a debtor or insolvent or the Mortgaged Premises or any of Borrower's or such surety's property shall have been sequestered, and such decree shall have continued undischarged and unstayed for sixty (60) consecutive days

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after the entry thereof, or if any proceeding under the Federal Bankruptcy Code, Title 11, United States Code (including Chapters 7, 11 or 13 thereof, or any amendment thereto or successor thereof) or any similar statute applicable to Borrower or any surety (including state insolvency statutes), as now or hereafter in effect, shall be instituted against Borrower or such surety and shall not be dismissed within sixty (60) consecutive days after such filing, or if Borrower or such surety shall institute any such proceeding or shall consent to the institution of any such proceeding against it under any such law, or if Borrower or such surety shall make any assignment for the benefit of any of its creditors or shall admit in writing any inability to pay debts generally as they become due or shall consent to the appointment of a receiver or liquidator or trustee for Borrower or such surety or for the Mortgaged Premises or any of Borrower's or such surety's property.

## 17. Remedies.

17.1. Upon the occurrence of any Event of Default, the entire unpaid balance of the principal, the accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Lender, without further notice or demand. Any and all accelerations of any portion of the remaining principal balance of the indebtedness secured hereby (including, without limitation, foreclosure by Lender under this Mortgage) shall be subject to the Prepayment Consideration as such term is defined and described in the Note.

17.2. When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith:

17.2.1. Foreclosure. Lender may institute any one or more actions of mortgage foreclosure against all or any part of the Mortgaged Premises, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the Interest Rate defined in the Note to the date of default, and thereafter at the Default Rate defined in the Note, together with all other sums due by Borrower in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Lender to Borrower after the date of this Mortgage, and all sums which may have been advanced by Lender for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance, utilities or repairs to the Mortgaged Premises, all costs of suit, together with interest at the Default Rate defined in the Note on any judgment obtained by Lender from and after the date of any Sheriff or other judicial sale until actual payment is made of the full amount due Lender, and reasonable attorneys' fees; and

17.2.2. Possession. Lender may enter into possession of the Mortgaged Premises, with or without legal action, and by force if necessary; collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Lender, in Lender's

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sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Premises, and on account and in reduction of the principal and interest, or both, hereby secured; in and for that purpose Borrower hereby assigns to Lender all rentals due and to become due under any lease or leases or rights to use and occupation of the Mortgaged Premises hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals.

## 17.2.3. Intentionally Omitted.

17.3. Lender shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Borrower under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Lender thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Borrower existing at the time the earlier action was commenced.

17.4. Any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under the Mortgage, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Lender, in its reasonable discretion, may elect.

17.5. Lender shall have the right to set-off all or any part of any amount due by Borrower to Lender under the Note, this Mortgage or under the Loan Documents, against any indebtedness, liabilities or obligations owing by Lender for any reason and in any capacity to Borrower, including any obligation to disburse to Borrower or its designee any funds or other property on deposit with or otherwise in the possession, control or custody of Lender.

17.6. Upon or at any time after Lender has the right to file an action to foreclose this Mortgage, Lender may petition the court in which such action is or might be filed to appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the Mortgaged Premises shall be then occupied as a homestead or not and without regard to whether Borrower has committed waste or allowed deterioration of the Mortgaged Premises and Lender hereunder or any agent of Lender may be appointed as such receiver. Borrower hereby agrees that Lender has a special interest in the Mortgaged Premises and absent the appointment of such receiver the Mortgaged Premises shall suffer waste and deterioration and Borrower further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Lender pursuant to 17.2.2 above and such other powers which may be necessary or are customarily in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during such period.

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17.7. All sums collected by Lender under this Mortgage or under the Note on account of principal or interest or other amounts owing hereunder including, without limitation, costs of collection and attorneys' fees, may be applied in such order and manner as Lender, in its sole discretion, may elect.

## 18. Rights and Remedies Cumulative.

18.1. The rights and remedies of Lender as provided in this Mortgage, in the Note, in any other Loan Document and in the warrants attached thereto or contained therein shall be cumulative and concurrent and are in addition to any other remedies Lender may have at law or in equity; may be pursued separately, successively or together against Borrower or against the Mortgaged Premises, or both, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

18.2. Neither Borrower nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Lender to comply with any request of Borrower or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the Note, by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Premises and Lender extending the time of payment or modifying the terms of the Mortgage or Note without first having obtained the consent of Borrower or such other person; and in the latter event Borrower and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender.

18.3. Lender may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

18.4. For payment of the indebtedness secured hereby, Lender may resort to any security held by Lender in such order and manner as Lender may elect. Borrower specifically waives the right to require ordering or marshalling of assets in connection with the realization by Lender of the security hereunder.

18.5. The receipt by Lender of any sums from Borrower after the date on which Lender elects to accelerate the indebtedness secured hereby by reason of a default hereunder, under the Note or any other Loan Document shall not constitute a cure or waiver of such default or a reinstatement of the Note or Mortgage or such other Loan Document, unless Lender expressly agrees, by written notice to Borrower, that such payment shall be accepted as a cure or waiver of the default.

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19. Possession by Lender. If Lender shall take possession of the Mortgaged Premises as provided herein, Lender may do all or any of the following (provided that nothing herein contained shall obligate Lender to do any of the same): (a) hold, manage, operate, lease and sublease the Mortgaged Premises, to Borrower or any other person or persons, on such terms and for such periods of time as Lender may deem proper, and the provisions of any lease or sublease made by Lender pursuant hereto shall be valid and binding upon Borrower notwithstanding the fact that Lender's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of any such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements to the Mortgaged Premises as Lender may deem proper; (c) demolish any part or all of the buildings, structures or other improvements on the Real Estate which in the judgment of Lender may be in unsafe condition and dangerous to life or property; (d) remodel such buildings, structures or other improvements so as to make them available in whole or in part for any business, dwelling, multiple dwelling or other purposes; and (e) collect the rents, issues and profits arising from the Mortgaged Premises, both past due and thereafter becoming due, and apply the same, in order of priority as Lender may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the Mortgaged Premises and all other sums or charges required to be paid by Borrower hereunder or under the Note. All moneys advanced by Lender for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by Borrower to Lender, together with interest thereon at the Default Rate set forth in the Note, and shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by Lender as aforesaid shall not be construed to be an affirmation of any lease, or any part thereof, and Lender or any other purchaser at any foreclosure sale may (if otherwise entitled so to do) exercise the right to terminate any lease as though such taking of possession and collection of rents had not occurred.

20. Waivers. The granting of an extension or extensions of time by Lender with respect to the performance of any provision of this Mortgage or the Loan Documents on the part of Borrower to be performed, or the taking of any additional security, or the waiver by Lender or failure by Lender to enforce any provision of this Mortgage or the Loan Documents, or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of Lender thereafter, to insist upon strict performance by Borrower of the terms hereof or to exercise all rights, powers or remedies set forth herein and therein.

21. Condemnation. Lender shall be entitled to receive all sums which have been or may be awarded Borrower for the taking or condemnation of the Mortgaged Premises or any part thereof for any public or quasi-public use or purpose, and any sums which may be awarded Borrower for damages caused by public works or construction on or near the Mortgaged Premises. All such proceeds and awards are hereby assigned to Lender, and Borrower, upon request by Lender, agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable Lender, at its option, to collect and receipt for the same. Lender shall have the right to retain and apply all such proceeds and awards, at its election, to reduction of the indebtedness secured hereby or to require Borrower to apply such proceeds and awards to the repair and restoration of the Mortgaged Premises in the same manner

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as set forth in Paragraph 5.8 hereof with respect to insurance proceeds. No settlement of any such award shall be made by Borrower without Lender's prior written consent.

## 22. Security Agreement.

22.1. This Mortgage constitutes a security agreement under the Illinois Uniform Commercial Code, and Borrower hereby grants to Lender a security interest in all the property (and the proceeds thereof) included in the Mortgaged Premises which might otherwise be deemed "personal property" and the proceeds thereof (the "Collateral"). Borrower shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Lender may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the generality of the foregoing, Borrower hereby irrevocably appoints Lender attorney-in-fact for Borrower to execute, deliver and file such continuation statements for and on behalf of Borrower, which appointment, being for security, is coupled with an interest and irrevocable. The security agreement contained in this Mortgage shall survive the discharge of this Mortgage for so long as any amounts remain unpaid under the Note or any other Loan Document.

22.2. In addition to any other remedies granted in this Mortgage, Lender may, upon the occurrence of an Event of Default, proceed under the Illinois Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise, with respect to the Collateral, all rights, remedies and powers of secured party under the Uniform Commercial Code, including, without limitation, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral or any parts thereof in any manner authorized or permitted under the Illinois Uniform Commercial Code after default by debtor, and to apply the proceeds thereof in payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by the Lender, and to the payment of indebtedness secured by this Mortgage in such order and manner as the Lender may elect.

22.3. Among the rights Lender will have in the event of such default, and without limitation of the foregoing, Lender may take possession of the Collateral and enter upon any premises where the same may be situated for such purpose without being guilty of trespassing and without liability for damages thereby, and take any action deemed necessary or appropriate or desirable by Lender, at its option, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

22.4. To the extent permitted by law, Borrower expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to a sale or disposition of the Collateral or exercise of any other right or remedy of Lender existing after default of Borrower hereunder; and to the extent any such notice is required and cannot be waived, Borrower agrees that if such notice is mailed, postage prepaid, to Borrower at its address shown above, at least ten (10) days before the time of sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any statutory or other requirement for the giving of such notice. Upon the occurrence of an Event of Default,

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Lender shall have the right, at its option, to transfer at any time to itself or its nominee, the Collateral or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the indebtedness or to apply it on the principal or interest and other amounts owing on any of the indebtedness under the Note, this Mortgage or the Loan Documents, in such order and manner as Lender may elect. All rights to marshalling of assets of Borrower, including any such right with respect to the Collateral, are hereby waived.

22.5. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place to be designated by Lender that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use, and of disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Lender as authorized or permitted hereunder, including all attorneys' fees, legal expenses and costs shall be added to the indebtedness secured by this Mortgage and Borrower shall be liable therefor.

23. Further Assurances. Borrower shall execute and deliver such further instruments and perform such further acts as may be reasonably requested by Lender from time to time to confirm the provisions of this Mortgage or the Note, to carry out more effectively the purposes of this Mortgage or the Loan Documents, or to confirm the priority of the lien created by this Mortgage on any property, rights or interests encumbered or intended to be encumbered by the lien of this Mortgage or the other documents securing the Note.

24. No Offset. All sums payable by Borrower herein shall be paid without notice, demand, counterclaim, setoff, deduction or defense, without abatement, suspension, deferment, diminution, or reduction, and the obligation and liabilities of Borrower hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of (a) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Premises or any part thereof; (b) any restriction or prevention of or interference with any use of the Mortgaged Premises or any part thereof; (c) any title defect or encumbrance or any eviction from the Mortgaged Premises or any part thereof by title, paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lender, or any action taken with respect to this Mortgage by any trustee or receiver of Lender or by any court in any such proceeding; (e) any claim which Borrower has or might have against Lender; (f) any default or failure on the part of Lender to conform or comply with any of the terms hereof or any other document or agreement entered into with Borrower; or (g) any other occurrences whatsoever, whether or not Borrower shall have notice or knowledge of any of the foregoing. Borrower waives all rights now and hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Borrower.

25. Environmental Matters.

25.1. The Borrower represents, covenants and warrants that:

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25.1.10. Borrower will operate the Mortgaged Premises in compliance with all environmental laws, regulations and ordinances, and other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Mortgaged Premises.

25.2. Promptly upon the written request of the Lender from time to time, which written request may be made by the Lender only with the reasonable belief that there has been a Release or a threat of a Release (a "Hazardous Discharge") at the Mortgaged Premises or in the event of notice to Lender of a Hazardous Discharge or presence of Hazardous Substances at the Mortgaged Premises, the Borrower at its sole expense shall provide Lender with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable in the reasonable opinion of the Lender, assessing with a reasonable degree of certainty the existence of a Hazardous Discharge or presence of Hazardous Substances and an estimate of the potential cost in connection with investigation, abatement, cleanup or removal of any Hazardous Substance found on, under, at or within the Mortgaged Premises.

25.2.1. If the estimate described in the immediately preceding paragraph, individually or in the aggregate, exceeds the principal amount of the Note, Lender shall have the right to require Borrower to post a bond in favor of Lender in an amount equal to 125% of such estimate, issued by an institutional surety satisfactory to Lender. Failure to post such a bond within thirty (30) days of Lender's request shall constitute an Event of Default hereunder.

25.2.2. If the Hazardous Discharge is the subject of any governmental inquiry, investigation or audit, failure by Borrower to comply with any requirement imposed as a result of such governmental action shall be an Event of Default hereunder.

25.3. Borrower and each partner of Borrower shall defend and indemnify the Lender and hold Lender harmless from and against all loss, liability, damage and expense, claims, costs, fines, penalties including attorneys' fees, suffered or incurred by the Lender, whether as holder of this Mortgage, as a mortgagee in possession, or as successor-in-interest to the Borrower by foreclosure deed or deed in lieu of foreclosure, under or on account of any environmental statute, law, ordinance or order, including the assertion of any lien thereunder with respect to any Hazardous Discharge, the presence of any Hazardous Substance affecting the Mortgaged Premises whether or not the same originates or emanates from the Mortgaged Premises or any contiguous real estate, including any loss of value of the Mortgaged Premises as a result of the foregoing so long as no such loss, liability, damage and expense is attributable to any Hazardous Discharge resulting from actions on the part of Lender. Borrower's obligations under this paragraph shall arise upon the discovery of the presence of any Hazardous Substance at the Mortgaged Premises, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any hazardous substance, and shall survive the termination of this Mortgage, and any transfer of the Mortgaged Premises, including a transfer after foreclosure of this Mortgage and the delivery of the deed affecting such transfer.

## 26. Miscellaneous Provisions.

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26.1. Lender as Party to Litigation. If Lender shall become a party, as plaintiff or defendant, to any suit or legal proceeding brought by any third party affecting the lien hereby created on the Mortgaged Premises or in any way involving Lender on account of its position as Lender under this Mortgage, as payee under the Note or as assignee under the Assignment of Leases or any other assignment or Loan Document, Borrower shall indemnify, defend, and hold harmless Lender from and against all liability by reason of such litigation, including reasonable attorney's fees and expenses incurred by Lender in any such litigation, whether or not any such litigation is prosecuted to judgment. Borrower agrees to pay to Lender on demand its costs, expenses and attorneys' fees as aforesaid in any such suit or proceeding.

26.2. Stamps or Taxes on Mortgage or Notes. Borrower agrees to pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Mortgage or the Note, or any tax directly or indirectly on Lender with respect to the Mortgaged Premises, the value of Borrower's equity therein, or the indebtedness evidenced by the Note or secured by this Mortgage, but excluding any tax on the income of Lender.

26.3. Construction of Terms. The word "Borrower" whenever used herein is intended to and shall be construed to include their heirs, executors, administrators, successors and assigns permitted hereunder and the word "Lender" whenever used herein is intended to and shall be construed to include its successors and assigns.

26.4. Binding Obligation. All covenants, agreements, authorizations, waivers, releases, rights, representations and warranties contained in this Mortgage made or given by or on behalf of Borrower shall be binding upon Borrower's successors in title or interest and Borrower's heirs, executors, administrators, successors and assigns, whether so expressed or not, and all covenants, agreements, authorizations, waivers, releases, rights, representations and warranties contained herein shall inure to the benefit of Lender and its successors and assigns.

26.5. Communications.

26.5.1. All notices and other communications required or permitted by this Mortgage or any of the Loan Documents shall be in writing, and shall be hand delivered or sent by nationally recognized overnight delivery service or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Borrower:

122 Mesner Drive  
Wheeling, Illinois 60090  
Attention: Jerome P. Seiden

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If to Lender:

Provident Mutual Life Insurance Company  
The Provident Mutual Building  
1600 Market Street  
PO Box 7378  
Philadelphia, PA 19101  
Attention: Vincent Tkac

or in any case to such other address as either party may designate from time to time by notice to the other in the manner set forth herein. All such communications shall be deemed to be given on date of receipt or the date of refusal.

26.5.2. Lender shall not be required to give notice under more than one Loan Document with respect to the same occurrence or omission and any communication given by Lender hereunder or under any of the other Loan Documents with respect to such occurrence or omission shall be deemed to be a notice under all of the Loan Documents. From and after the effective date of such notice, the time periods for cure or other action by Borrower or any guarantor shall run concurrently as to all Loan Documents.

26.6. Covenant Running with the Land. Any act or agreement to be done or performed by Borrower shall be construed as a covenant running with the land and shall be binding upon Borrower and its heirs, executors, successors and assigns as if they personally made such agreement.

26.7. Headings. The headings preceding the text of the paragraphs of this Mortgage are inserted for convenience of reference only and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

26.8. Severability. If any provision of this Mortgage or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and each provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

26.9. Governing Law. This Mortgage shall be governed by and construed in accordance with Illinois law.

26.10. Modifications. Neither this Mortgage nor the Note, nor any of the Loan Documents may be supplemented, extended or otherwise modified except by agreement in writing between Lender and Borrower.

26.11. Existence and Taxes. Borrower, and any general partner, successor or grantee of Borrower which is a corporation or partnership, shall keep in effect its existence and

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rights as a corporation or partnership, as the case may be, under the laws of the state of its incorporation or formation and its right to own property and transact business in the state in which the Mortgaged Premises is situated during the entire time that it has any ownership interest in the Mortgaged Premises. For all periods during which title to the Mortgaged Premises or any part thereof shall be held by a corporation, partnership or association subject to corporate taxes, taxes similar to corporate taxes or the obligation to file a tax return, Borrower shall file or cause to be filed returns for such taxes with the proper authorities, bureaus, or departments, and it shall pay or cause to be paid when due and payable, and before interest or penalties are due thereon, all taxes owing by Borrower to the United States, to such state of incorporation or formation and to the state in which the Mortgaged Premises is situated and any political subdivision thereof, and shall produce to Lender receipts showing payment thereof prior to the last day on which such taxes are payable.

26.12 Jurisdiction. Borrower hereby consents to the jurisdiction of the Courts of the State of Illinois and the United States District Court for the district in which the Mortgaged Premises are located, in any and all actions or proceedings arising hereunder or pursuant hereto, and irrevocably agrees to service of process by certified mail, return receipt requested, to its address set forth herein or such other address as Borrower may direct by notice to Lender.

26.13 Waiver of Trial by Jury. BORROWER IRREVOCABLY AS AN INDEPENDENT COVENANT WAIVES A JURY TRIAL AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING BETWEEN BORROWER AND LENDER, WHETHER HEREUNDER OR OTHERWISE.

26.14 Joint and Several Liability. If Borrower be more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Borrower shall be joint and several, and shall bind and affect all persons who are defined as "Borrower" as fully as though all of them were specifically named herein wherever the word "Borrower" is used.

26.15 Waiver of Statutory Rights. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. Borrower hereby waives any and all rights of redemption.

26.16 Trustee Exculpation. THIS MORTGAGE is executed by COLE TAYLOR BANK, as successor Trustee to GLENVIEW STATE BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said COLE TAYLOR BANK hereby warrants that it possesses full power and

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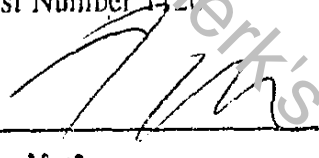
authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said COLE TAYLOR BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as said COLE TAYLOR BANK personally is concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantors, if any.

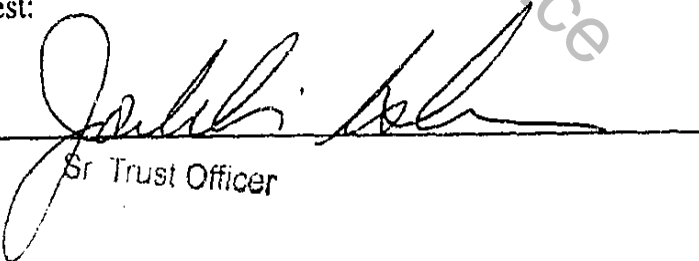
## DEFEASANCE

If Borrower shall and does pay to Lender the full principal amount of the indebtedness secured hereby, together with all interest accrued thereon, and keeps all the other covenants and agreements contained herein and in the Note and other Loan Documents, all in the manner and at the times set forth herein or in the Note and other Loan Documents, and if Borrower shall also pay all satisfaction costs, including, but not limited to, reasonable attorneys' fees and the cost of recording a satisfaction piece and, if appropriate, a power-of-attorney to satisfy this Mortgage, then and from thenceforth this Mortgage and the estate hereby created, granted, transferred and assigned shall cease and become void.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed and delivered on the date first above written.

COLE TAYLOR BANK, as successor Trustee to  
GLENVIEW STATE BANK, not personally but solely as  
Trustee, under Trust Agreement dated July 15, 1975 and  
known as Trust Number 1126

By:   
Vice President

Attest:  
By:   
Sr Trust Officer

889/2144

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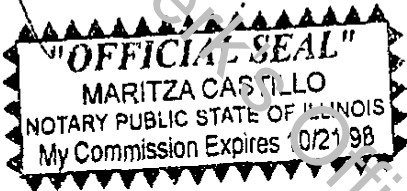
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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, MARITZA CASTILLO, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that FERNANDO B. PERKUT as Vice President and JACKLIN YSHAI as Asst. Secretary of COLE TAYLOR BANK, a national banking association, as successor Trustee to Glenview State Bank, as Trustee under Trust Agreement dated July 15, 1975, and known as Trust No. 1126, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said \_\_\_\_\_ Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of November, 1996.

[Signature]  
[Signature]  
Notary Public



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## EXHIBIT A

LOT 25 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION UNIT 3, IN THE NORTHWEST ¼ OF SECTION 5 AND THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3645-3677 Woodhead Drive  
Northbrook, Illinois 60062

P.I.N.: 04-06-202-017

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