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This instrument was prepared by
and after recording return to:

Debra A. Kleban
Schiff Hardin & Waite
7200 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

BOX 408

. DEPT-01 RECORDING \$61.50
. T#0009 TRAN 0382 09/02/97 16:35:00
. #3603 ÷ RC *-97-643544
. COOK COUNTY RECORDER

Above space for Recorder's Use Only

6/150
2/1 pg.

MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage") is made on August 28, 1997, by NSPS, Inc., an Illinois corporation, whose address is 6925 S. Pulaski, Chicago, Illinois, ("Borrower"), to CIT Group/Equipment Financing, Inc., a New York corporation having an office at 900 Ashwood Parkway, 6th Floor, Atlanta, Georgia 30338 ("Lender").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness recited in this Mortgage, the receipt of which is hereby acknowledged, **BORROWER HEREBY CONVEYS, GRANTS, MORTGAGES AND WARRANTS TO LENDER, ITS SUCCESSORS AND ASSIGNS**, the real estate, situated in Cook County, Illinois ("Real Estate"), legally described on **Exhibit A** attached hereto and incorporated herein;

TOGETHER WITH all buildings, structures and other improvements now existing or hereafter erected on the Real Estate ("Improvements"), tenements, easements, fixtures, appurtenances and all rights, options and claims, whether at law or in equity, that Borrower may now have or hereafter acquire in connection with the Mortgaged Property (as hereinafter defined); all rents, issues, profits, claims and awards in connection with the Mortgaged Property (which are pledged primarily and on a parity with the Real Estate); and all apparatus, equipment and other articles now or hereafter used therein or thereon, including without limitation all such apparatus used to supply heat, gas, air conditioning, water, light, power, ventilation, and refrigeration and to treat or dispose of refuse or waste; all interests of Borrower in personal property (tangible or intangible) now or hereafter used or useful in connection with the construction, maintenance and operation of the Real Estate or intended for the use or convenience of tenants, other occupants, or patrons thereof, including, without limitation, all furniture, furnishings, equipment and appliances; all intangible property relating to the Mortgaged Property; all present and future leases or other agreements relative to the occupancy of the Real Estate, and all rights due, payable or accruing under such

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leases or agreements, together with the right, but not the obligation, to collect, receive, and receipt for all such rents or revenues and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable (the Real Estate, together with all of the foregoing are hereinafter collectively referred to as the "Mortgaged Property");

FOR THE PURPOSE OF SECURING:

A. Payment of that certain indebtedness in an aggregate principal amount of FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$540,000.00), with interest thereon, evidenced by a Promissory Note of even date herewith made by Borrower to Lender ("Note"), and which Note, together with any and all amendments, modifications, extensions and renewals thereof, is by this reference made a part of this Mortgage;

B. Payment of all sums advanced by Lender to protect the Mortgaged Property and to enforce its rights under this Mortgage, with interest thereon at the appropriate rate set forth in the Note or at the Default Rate (as that term is defined in Section 29), as the case may be; and

C. Performance of Borrower's obligations and agreements with respect to the Note, this Mortgage and any other instrument now or hereafter given to evidence or further secure the payment of the Indebtedness (as that term is defined in Section 1) and any modification or amendment thereof (this Mortgage, the Note, any guaranty thereof and all other instruments or documents referred to above, including any modifications, extensions and renewals, are hereinafter referred to sometimes individually as a "Loan Document" or collectively as the "Loan Documents").

TO HAVE AND TO HOLD the Mortgaged Property unto Lender, its successors and assigns, forever, free from all rights and benefits under and by virtue of, and hereby releasing and waiving all rights under and by virtue of, the homestead exemption laws of the State of Illinois, and for the purposes and uses herein set forth.

Borrower hereby agrees, covenants with, represents and warrants to Lender and any purchaser at any foreclosure sale, as of the date hereof and until the Indebtedness is paid in full, and all other obligations of Borrower under this Mortgage and any of the other Loan Documents are performed in full, as follows:

1. **Payment of Indebtedness.** Borrower shall pay, promptly when due, every installment of principal and interest and all other indebtedness required to be paid pursuant to the Note; all charges, fees and other sums provided in the Loan Documents; and all other amounts, obligations and indebtedness secured by this Mortgage (collectively, the "Indebtedness"), without, and Borrower hereby waives all rights that now or hereafter are conferred by statute or otherwise to assert, any right to any demand, counterclaim, offset, deduction or defense.

2. **Title to Mortgaged Property.** Borrower has good title to the Mortgaged Property in fee simple. The Mortgaged Property is free and clear of all easements, restrictions, leases, liens and encumbrances whatsoever (and any claim of any other person thereto) except for those encumbrances listed on annexed **Exhibit B** ("Permitted Encumbrances"). Borrower owns and will own all fixtures and articles of personal property now or hereafter used in connection with the Real Estate, except as otherwise specifically consented

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to by Lender, free and clear of liens and claims. Borrower will warrant and defend the title to the Mortgaged Property against all claims and demands.

3. **Care and Use of Mortgaged Property.** Borrower shall (a) keep the Mortgaged Property in a good, safe and insurable condition; (b) not commit any waste; (c) not abandon the Mortgaged Property; (d) not impair the value of this Mortgage; (e) refrain from any action and correct any condition which would increase the risk of fire or other hazards to the Improvements; (f) not erect any new Improvements on the Real Estate or demolish or make any material alterations or additions of or to the Mortgaged Property, except as required by any Governmental Authority (as that term is defined in Section 4) or with the prior written consent of Lender; (g) pay for and complete within a reasonable period of time any Improvements at any time constructed on the Real Estate; (h) promptly repair or rebuild any of the Improvements that may become damaged or destroyed, with materials and workmanship of at least as good a quality as existed before such damage or destruction; and (i) cause the Mortgaged Property to be operated, maintained and managed in a competent and professional manner.

4. **Compliance with Laws.** Borrower shall (a) comply with all requirements of all statutes, rules, regulations, orders, decrees or municipal ordinances and with all other requirements of all federal, state and local governmental and quasi-governmental authorities and agencies (each of the foregoing is herein sometimes referred to as a "Governmental Authority") having jurisdiction over the Mortgaged Property, the use thereof and the conduct of Borrower's business with respect thereto (any or all of the foregoing are hereinafter sometimes referred to as "Governmental Regulations"), including without limitation all Environmental Laws (as defined in Section 16(f)); (b) not commit any act to be done upon the Mortgaged Property in violation of any such Governmental Regulations; and (c) observe and comply with any conditions and requirements (including without limitation all Governmental Regulations) necessary to preserve and extend any and all rights, licenses, permits, zoning variances, special exceptions, non-conforming uses, privileges, franchises and concessions that are applicable to the Mortgaged Property or its use and occupancy.

5. **Payment of Taxes and Impositions.**

(a) **Impositions.** Borrower shall pay, not less than ten (10) days before any penalty or interest attaches, all real estate taxes and assessments (general or special), water charges, drainage charges, sewer charges and all other charges that may be imposed on the Mortgaged Property or any part thereof or interest therein (collectively, the "Impositions") and, at the request of Lender, shall exhibit to Lender official receipts evidencing such payments; provided, however, that if, by law, any such Impositions are payable in installments (or may be so paid at the option of the taxpayer), Borrower may pay the same together with any accrued interest on the unpaid balance in installments as they become due and before any costs may be added thereto for nonpayment.

(b) **Mortgage Taxes.** If any Governmental Authority (as defined in Section 4) shall at any time after the date of this Mortgage enact any Governmental Regulation (as defined in Section 4) (i) requiring Internal Revenue or other documentary stamps on this Mortgage or on the Note, or otherwise imposing a tax or assessment upon this Mortgage or the Note or the Indebtedness; (ii) requiring payment of an interest equalization tax with respect to the Indebtedness; (iii) deducting any lien from the value of the Mortgaged Property for the purpose of taxation; (iv) imposing upon Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower; or (v) otherwise changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's

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interest in the Mortgaged Property, or the manner of collection of taxes, then, Borrower, upon demand by Lender, shall pay for such stamps, tax or assessments, or reimburse Lender therefor, provided that if any such payment or reimbursement shall be unlawful or shall constitute usury under applicable law, Lender may at its option, declare the Indebtedness immediately due and payable or require Borrower to pay or reimburse Lender for payment of the lawful and non-usurious portion thereof.

6. **Payment of Expenses; No Liens.** Borrower shall (a) pay when due all expenses incurred and all claims for labor and materials furnished in connection with the Mortgaged Property; (b) keep the Mortgaged Property free from all liens, charges, mortgages, security agreements and encumbrances, other than Impositions not yet due and the Permitted Encumbrances (as defined in Section 2); and (c) exhibit to Lender, upon request, satisfactory evidence of the payment and discharge of any such liens, charges and encumbrances.

7. **No Further Encumbrances.** Borrower shall not, without the prior written consent of Lender, create any mortgage, deed of trust, security interest, or other encumbrance of any kind or priority upon all or any part of the Mortgaged Property, other than Impositions not yet due and the Permitted Encumbrances.

8. **Right to Contest.** Notwithstanding anything in this Mortgage to the contrary, Borrower shall have the right to contest the validity (or the applicability to Borrower, the Mortgaged Property, the Note or this Mortgage) of any tax, assessment, law, ordinance, lien, charge or encumbrance referred to in Sections 4, 5, 6 or 7 of this Mortgage, upon giving Lender timely notice of its intention to contest the same and making and thereafter maintaining with Lender such security as is sufficient in the reasonable opinion of Lender to pay and discharge or to assure compliance with the matter under contest in the event of a final determination thereof adverse to Borrower or in the event Borrower fails to prosecute such contest as required in this Section. Borrower agrees to prosecute any such contest diligently and by appropriate legal proceedings that (a) will prevent the enforcement of the matter under contest and the sale or forfeiture of the Mortgaged Property or any portion thereof or interest therein, (b) will not impair the lien of this Mortgage, and (c) will not interfere with the use or occupancy of the Mortgaged Property or the normal conduct of business thereon. On final disposition of such contest, any security then held by Lender and not required to pay or discharge in full any such liability or to assure compliance with the matter contested shall be returned to Borrower. In the event the amount of money or security so deposited with Lender is insufficient to pay in full any such liability, Borrower shall immediately upon demand pay any such deficiency.

9. **No Change in Zoning or Use Without Lender's Consent.** Borrower shall not, without the prior written consent of Lender in each instance, (a) initiate or acquiesce in any zoning reclassification of the Mortgaged Property; (b) permit any change in the general nature of the occupancy or use of the Mortgaged Property; (c) permit any building or other improvements located on any premises not constituting part of the Mortgaged Property to rely on the Mortgaged Property or any interest therein to fulfill any municipal or governmental requirement; (d) permit any of the Improvements to rely on any premises not constituting part of the Mortgaged Property to fulfill any municipal or governmental requirement; (e) impair the integrity of the Mortgaged Property as a single zoning lot; (f) reduce, build upon, obstruct, redesignate or relocate any parking areas, sidewalks, aisles, streets, driveways or rights-of-way or lease or grant any right to use the same to any person (other than tenants of the Mortgaged Property and their invitees); or (g) grant or permit the granting of any easements, licenses, covenants, conditions or declarations of use applicable to or binding upon the Mortgaged Property. Any act or omission by Borrower which violates any of the provisions of this Section shall be void.

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10. Insurance.

a. **Fire and Extended Coverage.** Borrower shall keep the Mortgaged Property constantly insured against all risk of physical loss for the full replacement cost of the Mortgaged Property and in such forms and with such companies and for such periods as may be approved or required from time to time by Lender, under insurance policies with loss payable and standard non-contribution mortgagee clauses in favor of and acceptable to Lender or, in case of a foreclosure sale, in favor of the owner of the certificate of sale.

b. **Boiler and Machinery.** Borrower shall keep all equipment and objects customarily covered by broad form boiler and machinery insurance (if any of such equipment or objects are located at the Mortgaged Property) insured by such insurance providing for full repair with replacement cost coverage in such forms and issued by such carriers as Lender shall approve.

c. **Flood Insurance.** Borrower shall maintain flood insurance in the maximum obtainable amount (up to the amount of the Indebtedness secured hereby) if the Mortgaged Property is located in a special flood hazard area as defined by the Federal Emergency Management Agency in regulations adopted pursuant to the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973, as the same has been or is hereafter is amended.

d. **Adjustment of Loss; Application of Proceeds.** In the event Borrower shall suffer any loss covered by the insurance required under this Section 10, Borrower shall immediately notify Lender in writing, and Borrower hereby authorizes and directs every insurance company concerned to make payments for such loss directly and solely to Lender (who may, but need not, make proof of loss). Lender is hereby authorized to adjust, collect, and compromise in its discretion all claims under all such policies, and Borrower shall sign, upon demand by Lender, all receipts, vouchers, and releases required by such insurance companies. Insurance proceeds received by Lender, after deducting therefrom any expenses incurred by Lender in the collection or handling thereof ("net proceeds"), may be applied by Lender, at its option, as follows: (i) to reduce the Indebtedness, or any part thereof, whether matured or unmatured; (ii) to fulfill any of Borrower's covenants hereunder as Lender shall determine; or (iii) to replace or restore the Mortgaged Property to a condition satisfactory to Lender; or, in the alternative, Lender may, at its option, release the net proceeds to Borrower for the purpose of restoration and repair of the Mortgaged Property under such terms and conditions as Lender shall deem appropriate. No interest shall be payable by Lender on account of any insurance proceeds at any time held by Lender. In the event of the entry of judgment of foreclosure, the rights of Lender pursuant to this Section 10 shall continue in Lender as judgment creditor or mortgagee until confirmation of sale.

e. **Liability Insurance; Other Insurance.** Borrower shall maintain comprehensive general liability insurance naming Lender as an additional insured with such carriers, in such amounts and containing such co-insurance clauses as Lender shall approve. Borrower will apply all insurance proceeds under such policies to the discharge of the liabilities in respect of which such proceeds are collected. If requested by Lender, Borrower shall maintain business interruption and/or loss of rental value insurance with such carriers, in such amount and containing such co-insurance clauses as Lender shall approve. Borrower shall maintain such other insurance as may from time to time be reasonably requested by Lender.

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f. **Delivery of Policies and Certificates.** Borrower shall deliver to Lender all policies, certificates of insurance or other evidence satisfactory to Lender that Borrower has obtained, renewed and maintained the insurance required pursuant to this Section 10, together with evidence of premiums prepaid. All such policies shall provide that they may not be canceled or altered without giving Lender at least thirty (30) days prior written notice.

11. **Tax and Insurance Escrow Deposits.** If requested by Lender, Borrower shall deposit monthly with Lender such sums required by Lender to pay the annual general real estate taxes and assessments levied and the annual premiums for insurance in force on the Mortgaged Property. No such deposit shall bear any interest. Borrower shall cause all bills and other documents relating to such taxes, assessments and insurance to be sent directly to Lender. Upon receipt of such bills or other documents, and provided Borrower has deposited sufficient funds with Lender, Lender shall, except as hereinafter provided, use such funds to pay such taxes, assessments and premiums when due. If the funds so deposited with Lender are or will be insufficient to pay such amounts as may then or subsequently be due, Lender shall notify Borrower, and Borrower shall immediately deposit with Lender an amount equal to such deficiency. Notwithstanding the foregoing, upon the occurrence of an Event of Default (as defined in Section 23), Lender may, at its option, apply such funds in payment of the Indebtedness. No waiver, suspension or reinstatement of the application of this Section 11 shall be effective unless made in writing by Lender.

12. **Assignment of Condemnation Awards.** Borrower hereby assigns to Lender, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Property for public use, and the proceeds of all such awards shall be paid to Lender and may be applied by Lender, at its option, after the payment of all of Lender's expenses in connection with such proceedings, including costs and attorneys' fees, to the reduction of the Indebtedness. Lender is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittance for and to appeal from any such award. Any portion of any award remaining after the payments provided for in the preceding sentences shall be paid to Borrower or as otherwise ordered by a court of competent jurisdiction. Borrower shall immediately notify Lender of any actual or threatened condemnation or eminent domain proceedings and shall give to Lender at any time any additional instruments requested by Lender for the purpose of validly assigning all awards or appealing from any such award.

13. **Subordination of Mortgage to Leases.** At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part, but not with respect to priority of entitlement to insurance proceeds or condemnation awards, to any leases of the Mortgaged Property upon the execution by Lender and recording, in the Office of the Recorder for the county in which the Mortgaged Property is situated, of a unilateral declaration to that effect.

14. **[INTENTIONALLY OMITTED].**

15. **Estoppel Certificate.** Borrower shall furnish, within seven (7) days after being so requested by Lender, a written statement, sworn to by Borrower or an authorized financial officer or other representative of Borrower and otherwise in a form satisfactory to Lender, setting forth the amount of the Indebtedness and the date to which interest has been paid; stating either that no offsets or defenses exist against the Indebtedness or, if such offsets or defenses are alleged to exist, the nature thereof; and covering such other matters as Lender may reasonably require.

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16. **Further Representations, Warranties and Covenants of Borrower.** To induce Lender to make any loan secured hereby, in addition to all other covenants, representations and warranties contained in this Mortgage, Borrower further represents, warrants and covenants, as of the date hereof and until the Indebtedness is paid in full and all other obligations of Borrower under this Mortgage or any of the other Loan Documents are performed in full, as follows:

a. **Power and Authority.** Borrower is duly organized and validly existing, is qualified to do business, is in good standing in the state in which the Mortgaged Property is located, and has full power and due authority to execute, deliver and perform the obligations of Borrower under this Mortgage, the Note and all other Loan Documents. Such execution, delivery and performance have been fully authorized by all necessary corporate action and approved by each required Governmental Authority or other person, and the obligations of Borrower under each of the Loan Documents are the joint and several binding obligations of each, enforceable by Lender subject to bankruptcy and other laws applicable to the enforcement of creditors' rights.

b. **No Event of Default or Violations.** Neither an Event of Default (as defined in Section 23) nor an event which would, with notice or the passage of time or both, constitute an Event of Default has occurred or is continuing under any of the Loan Documents. Borrower is not in violation of any Governmental Regulations or in default under any agreement which affects it or any of its property; and the use and occupancy of the Mortgaged Property and the execution of and performance of the obligations of Borrower under any of the Loan Documents do not and shall not violate any Governmental Regulations or conflict with, be inconsistent with, or result in any default under any of the representations, warranties, covenants, conditions or other provisions of any instrument of any kind to which any of the foregoing is bound or which affects it or any of its property, except as identified in writing to and consented to by Lender.

c. **No Litigation or Governmental Controls.** There are no proceedings of any kind pending or, to the best of Borrower's knowledge, threatened (i) against or affecting Borrower or the Mortgaged Property; (ii) involving the validity, enforceability or priority of any of the Loan Documents; or (iii) preventing or threatening to prevent the use and occupancy of the Mortgaged Property or the performance by Borrower of its obligations under any of the Loan Documents; and there are no rent controls, governmental moratoria or environmental orders presently in existence or, to the best of Borrower's knowledge, threatened against or otherwise affecting the Mortgaged Property, except as identified in writing to and approved by Lender.

d. **Financial and Operating Statements.** All financial and operating statements submitted to Lender in connection with the loan secured hereby are true and correct in all respects, have been prepared in accordance with the requirements of Section 14 and fairly present the respective financial condition of the persons to which such statements pertain and the results of their operations as of the respective dates shown thereon. No material adverse changes have occurred in the financial conditions and operations reflected therein since their respective dates, and no additional borrowings have been made since the date thereof, other than any loan secured hereby and any other borrowing previously approved in writing by Lender.

e. **Statements to Lender.** None of the Loan Documents, nor any document furnished to Lender by or on behalf of any party constituting Borrower, or any general partner of any such person, contains any material omission or materially misleading or untrue statement of any fact.

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f. **Leases.** The only persons having any interest in the Mortgaged Property are Borrower, Lender and persons occupying all or any portion of the Mortgaged Property as tenants pursuant to written leases ("Leases") previously approved in writing by Lender. Borrower represents and warrants as to each of the Leases that: (i) each Lease is in full force and effect; (ii) no default exists on the part of any tenant or landlord; (iii) no rent has been collected more than one month in advance; (iv) none of the Leases nor any interest therein has been previously assigned or pledged; (v) no tenant has any defense, setoff or counterclaim against Borrower; (vi) except as disclosed to and previously approved by Lender in writing, all rent due to date has been collected and no concession has been granted to any tenant in the form of a waiver, release, reduction, discount or other alteration of the rent due or to become due; (vii) the interest of the tenant is as a tenant only, with no options or rights of first refusal to purchase all or any portion of the Mortgaged Property; and (viii) except as approved by Lender in writing (if required under the Loan Documents), the term is no greater than one year and there is no option to extend or renew the term beyond one year.

g. **Nature of Loan and Mortgaged Property.** The proceeds of the Note are from a "business loan" (as that term is used in 815 ILCS 205/4(1)(c)); Borrower is borrowing money for the purpose of carrying on or acquiring a business of Borrower of the nature described in 815 ILCS 205/4(1)(c); and the proceeds of the Note shall be used exclusively for the purpose of carrying on or acquiring a business of Borrower of the nature described in 815 ILCS 205/4(1)(c). The Real Estate at the time of the execution of this Mortgage is not improved with a dwelling for less than five families; the proceeds of the Note have not been, are not being and will not be used, in whole or in part, to finance the construction of a dwelling for not more than four families; and the Real Estate is not used or intended to be used for agricultural purposes.

h. **Compliance with Permit Requirements.** All required governmental permits are in effect and will remain in effect with respect to the Mortgaged Property; and the Mortgaged Property, in the use and operation thereof by Borrower, complies with and will continue to comply with all such permits.

i. **No Environmental Event.** Borrower has no knowledge that there has ever been any event ("Environmental Event") at, on or in connection with the Mortgaged Property that would be deemed a release or a disposal of any Hazardous Material (as hereinafter defined); and Borrower has no knowledge of any threatened, nor are there any pending, "superliens," actions, notices of violation, notices of non-compliance, orders, citations or notices with respect to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting Borrower or the Mortgaged Property or any part thereof ("Environmental Action") issued by any court, any Governmental Authority or any other entity which is authorized by law to issue orders under any Environmental Laws (as hereinafter defined), ("Environmental Agency") or from anyone else. If Borrower receives any notice of (i) an Environmental Event affecting Borrower or the Mortgaged Property or any part thereof or (ii) an Environmental Action from any Environmental Agency or from anyone else, Borrower shall give written notice of receipt of such to Lender within seven (7) days after receipt thereof. Borrower assumes all obligations of compliance with all Environmental Laws that affect the Mortgaged Property or any business or other activity conducted thereon or in connection therewith.

As used in this Mortgage, the term "Hazardous Materials" shall mean and include, without limitation, any hazardous, toxic or dangerous substance, waste or material, specifically including for purposes of this Mortgage any petroleum or crude oil or fraction thereof, friable asbestos or asbestos containing material, polychlorinated biphenyls or urea formaldehyde foam insulation defined as such in, regulated by or for the purpose of, or in violation of any Environmental Laws. As used in this Mortgage,

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the term "Environmental Laws" shall mean any governmental requirements pertaining to land use, air, soil, subsoil, surface water, groundwater (including the quality of, protection, clean-up, removal, remediation or damage of or to land, air, soil, subsoil, surface water and groundwater), including, without limitation, the following laws as the same may be from time to time amended: the Comprehensive Environmental Response Liability and Compensation Act, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Rivers and Harbors Act, 33 U.S.C. § 401 et seq., the Transportation Safety Act of 1974, portions of which are located at 49 U.S.C. § 1801 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Illinois Responsible Property Transfer Act of 1988, 765 ILCS 90/1 et seq., Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., or any so-called "superfund" or "superlien" law, together with any other foreign or domestic laws (federal, state, provincial or local), common law, local rule, regulation (including, without limitation, any future change in judicial or administrative decisions interpreting or applying any of the laws, rules or regulations referred to herein) relating to emissions, discharges, releases or threatened releases of any Hazardous Materials into ambient air, land, soil, subsoil, surface water, groundwater, personal property or structures, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, discharge or handling of any Hazardous Materials, now or at any time hereafter in effect.

17. **Assignment of Rents and Leases.** Borrower hereby assigns to Lender, as further security for the payment of the Indebtedness and until the Indebtedness has been paid in full, all of the rents from the Mortgaged Property, together with all Leases and other agreements evidencing such rents now or hereafter in effect and any and all security deposits; provided, however, that Lender shall not be bound to perform any of the obligations created by such Leases and agreements or otherwise imposed (including any liability under the covenant of quiet enjoyment), except that Lender shall be accountable for any money actually received pursuant to this assignment. Borrower hereby irrevocably consents to the entry upon and taking possession of the Mortgaged Property by Lender pursuant to such grant, whether foreclosure has been instituted or not and with or without applying for a receiver. Borrower shall, upon demand, deliver to Lender a true copy of all such Leases and other agreements and hereby grants to Lender the right, exercisable at Lender's option to, (a) enter upon and take possession of the Mortgaged Property for the purpose of collecting the rents, (b) dispossess by the usual summary proceedings any tenant defaulting in the payment of any rents to Lender, (c) let the Mortgaged Property, or any part thereof, and (d) apply the rents, after payment of all necessary charges and expenses, in payment of the Indebtedness then due or payable. Although the assignment contained in this Section is a present assignment, Borrower shall be entitled to collect and receive the rents and Lender shall not exercise any of the rights and powers conferred upon it by this Section until the occurrence of an Event of Default under any of the Loan Documents, at which time Lender may revoke such right of Borrower to collect and receive the rents by giving notice in the manner provided in Section 37.

18. **Security Agreement.** Any and all tangible or intangible personal property and fixtures ("Collateral") included in the Mortgaged Property are owned solely by Borrower and shall be deemed to form a part of the Real Estate. However, to the extent any such Collateral is not so included within the Real Estate, this Mortgage is hereby declared to be a Security Agreement under and subject to the provisions of the Uniform Commercial Code of the state in which the Mortgaged Property is located (the "Code") for the purpose of creating a security interest therein in favor of Lender. Upon the occurrence of an Event of Default under this Mortgage, Lender shall have the option either to proceed with respect to the Collateral pursuant to the appropriate provisions of the Code or to proceed with respect to both the Mortgaged Property and the Collateral in accordance with its rights, powers and remedies with respect to the Mortgaged Property, in

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which event the provisions of the Code shall not apply. Borrower and Lender agree that if Lender shall elect to proceed with respect to the Collateral separately from the Mortgaged Property, five (5) days notice of the sale of the Collateral shall be reasonable notice, and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Lender shall include, without limitation, reasonable attorneys' fees and legal expenses.

19. **Lender's Right of Inspection; Further Assurances.** Borrower shall (a) permit Lender or its representatives to enter on and inspect the Mortgaged Property at all reasonable times and to inspect and audit all records relating to the Leases and the Mortgaged Property, and (b) prepare such summaries and reports with respect to the Mortgaged Property as Lender may request. Borrower, at its sole cost and expense, shall do such further acts and execute such further documents as Lender may require at any time to better assign and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Mortgage or any other instrument or Loan Document. Borrower hereby appoints Lender its attorney-in-fact and authorizes Lender to execute, acknowledge and deliver in the name of Borrower the instruments required by Lender pursuant to this Section 19 to the extent permitted by law. This power, being coupled with an interest, shall be irrevocable as long as any part of the Indebtedness remains unpaid.

20. **Lender's Right to Cure.** Upon the occurrence of any Event of Default (as defined in Section 23), Lender may, at its option, in any form and manner and without inquiry into the validity thereof, make any payment or perform any act hereinbefore required of Borrower, including but not limited to making full or partial payments on other encumbrances, if any, discharging any tax lien, redeeming all or any portion of the Mortgaged Property from any tax sale, or contesting any tax or assessment. In no event shall such actions by Lender be construed as a waiver of any Event of Default. The amount of all moneys paid for any of the purposes herein authorized, all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and all other moneys advanced by Lender to protect the Mortgaged Property and the lien of this Mortgage shall be additional Indebtedness secured hereby and shall become immediately due and payable without notice, and with interest thereon at the Default Rate (as defined in Section 29).

21. **Indemnification of Lender.** Borrower shall indemnify and hold Lender harmless from and against any and all liability, loss, cost, damage and expense, including reasonable attorneys' fees, incurred or suffered by Lender in connection with any claim, demand, suit or proceeding (including without limitation any Environmental Action, probate or bankruptcy proceeding), or the threat thereof, by reason of this Mortgage, the Indebtedness or any of the other Loan Documents or for the purpose of protecting the lien of this Mortgage or of any other Loan Document, but Lender shall have the right to defend any such suit or proceeding with counsel of its choice at Borrower's cost. Borrower shall reimburse Lender for all such amounts paid by Lender pursuant to this Section 21 immediately upon demand, and all such amounts, until paid, shall be additional Indebtedness secured hereby with interest thereon at the Default Rate (as defined in Section 29).

22. **Lender's Right of Subrogation.** Should all or part of the proceeds of the loan secured hereby, or should any other amount paid out or advanced by Lender, be used directly or indirectly to discharge all or part of any prior lien or encumbrance upon all or part of the Mortgaged Property, then Lender shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all the same.

23. **Events of Defaults.** Any of the following shall constitute an "Event of Default" under this Mortgage:

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a. **Non-Payment.** A default shall occur, and shall continue for five (5) days, in the payment when due of any principal, interest or other amount under any of the Loan Documents;

b. **Non-Observance; Non-Performance; False or Inaccurate Representation or Warranty.** A default shall occur in the performance of any other obligation of Borrower contained in any of the Loan Documents or any other instrument given as security for payment of the Indebtedness; or any representation, warranty or statement made in any of the Loan Documents or in any other material furnished to Lender by or on behalf of Borrower in connection with the Indebtedness secured hereby proves to be false or inaccurate in any material respect as of the date of making or issuance thereof;

c. **Sale, Transfer or Encumbrance.** Borrower, without the prior written consent of Lender, shall (i) in any way alienate, mortgage or further encumber all or any part of the Mortgaged Property or any interest therein, or (ii) be divested of its title thereto or any interest therein in any manner;

d. **Change in Ownership of Borrower.** Any change in ownership of Borrower (including but not limited to merger, consolidation, dissolution or reorganization respecting Borrower or any constituent person of Borrower or any transfer of a controlling interest or grant of a security interest in Borrower or any constituent person of Borrower) shall occur;

e. **Judgments; Enforcement of Liens.** A judgment shall be entered against Borrower which becomes a lien on, any proceedings shall be instituted to enforce any lien or encumbrance against, or a writ of attachment or any similar process shall be issued against all or part of the Mortgaged Property and, within twenty (20) days thereafter, such judgment, proceeding or attachment is not dismissed, stayed on appeal, withdrawn, released, satisfied or vacated;

f. **Default Under Other Loan Documents.** A default shall occur in the observance or performance of any covenant of Borrower contained in any of the Leases or any other deed of trust, mortgage, lease or security agreement relating to the Mortgaged Property or any part thereof, whether junior or senior to the lien of this Mortgage, and such default is not cured within thirty (30) days after notice thereof from Lender to Borrower;

g. **Governmental Action.** Borrower, any guarantor of all or any portion of the Indebtedness or, if Borrower is a partnership, any of its general partners shall be prevented or relieved by any Governmental Authority from performing any material term, covenant or condition of any of the Loan Documents;

h. **Material Adverse Change.** Any material adverse change shall occur in the assets, financial condition, business, operations, affairs or circumstances of Borrower or any guarantor of all or any portion of the Indebtedness.

i. **Environmental Lien or Claims.** Any Environmental Agency or other person asserts or creates a lien upon the Mortgaged Property or any part thereof by reason of the occurrence of an Environmental Event or otherwise; or any Environmental Agency or other person asserts a claim or initiates an Environmental Action (a) against Borrower or any guarantor of all or any portion of the Indebtedness for damages or cleanup costs or contribution related to an Environmental Event on or with respect to the Mortgaged Property or any part thereof or (b) related to an Environmental Event on or with respect to property other than the Mortgaged Property which, in Lender's judgment could result in a lien on the

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Mortgaged Property or any part thereof or in liability to Borrower or Lender if not cured or corrected; provided, however, that no assertion, creation or initiation of any such claim, lien or Environmental Action shall constitute an Event of Default if, within seven (7) days of the assertion, creation or initiation of such claim, lien or Environmental Action, Borrower has commenced and is diligently pursuing either: (x) cure or correction of the Environmental Event which constitutes the basis for such claim, lien or Environmental Action; or (y) proceedings are instituted for an injunction, a restraining order or other appropriate emergency relief preventing such Environmental Agency or other person from asserting such claim or lien or pursuing such Environmental Action, which relief is granted within seven (7) days of the assertion, creation or initiation of such claim, lien or Environmental Action and the injunction, order or emergency relief is not thereafter dissolved or reversed on appeal; and, in either of the foregoing events, Borrower has posted security satisfactory in form, substance and amount to both Lender and the Environmental Agency or other person asserting, creating or initiating such claim, lien or Environmental Action to secure the proper and complete cure or correction of the Environmental Event constituting the basis for such claim, lien or Environmental Action and continues diligently to pursue such cure or correction to completion within such period of time as Lender approves in writing; or

j. **Bankruptcy; Insolvency.** Any one of the following events shall occur:

(1) Borrower or any guarantor of all or any portion of the Indebtedness (i) becomes insolvent, is generally not paying its debts as they become due or admits in writing its inability to pay its debts as they become due; (ii) voluntarily suspends the transaction of business; or (iii) makes a general assignment for the benefit of creditors;

(2) A trustee, receiver or other custodian is applied for or consented to by Borrower or any guarantor of all or any portion of the Indebtedness; or, in the absence of such application or consent, is appointed and not discharged within sixty (60) days;

(3) Any bankruptcy, reorganization, debt arrangement, composition, readjustment, dissolution, liquidation or other case or proceeding is commenced under any federal, state or other bankruptcy or insolvency law in respect of Borrower or any guarantor of all or any portion of the Indebtedness and, if such case or proceeding is not commenced by Borrower, it is consented to or acquiesced in by the person or persons against which the same was commenced or remains undismissed for sixty (60) days; or

(4) A writ or warrant of attachment or similar order shall be issued by any court or any Governmental Authority against all or a substantial portion of the property of Borrower or any guarantor of all or any portion of the Indebtedness.

24. **Lender's Remedies on Default.** Upon the occurrence of any Event of Default, then:

a. **Acceleration.** The Indebtedness shall, at the option of Lender, become immediately due and payable without demand or further notice, with interest thereon, from the date of the first of any such Event of Default, at the Default Rate (as that term is defined in Section 29). Such acceleration shall be automatic in the event any of the events identified in Section 23(j) occur.

b. **Foreclosure.** After acceleration, Lender may immediately foreclose this Mortgage. Lender shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure

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Law, 735 ILCS 5/15-1101 through 735 ILCS 5/15-1706 (the "Act"), to be placed in possession of the Mortgaged Property or, at its request, to have a receiver appointed, and such receiver or the Mortgagee, if and when placed in possession, shall have all rights, powers, immunities, and duties as provided for in Sections 15-1702 and 15-1703 of the Act.

c. **Other Remedies.** Lender shall have the right, at its option and without regard to whether the Indebtedness is declared to be immediately due as provided in Section 24(a) above, either with or without process of law, forcibly or otherwise, (a) to enter upon and take possession of the Mortgaged Property; (b) to expel and remove any persons, goods or chattels occupying or upon the same; (c) to collect or receive all the rents therefrom; (d) to manage and control the same; (e) to lease the same or any part thereof from time to time; and (f) after deducting all reasonable attorneys' fees and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, to apply the remaining net income so collected or received upon the Indebtedness or upon any deficiency decree entered in any foreclosure proceedings.

25. **Protective Advances: Fees and Expenses.** All advances, disbursements and expenditures made or incurred by the Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including without limitation those provisions of the Act referred to below:

a. All advances by the Lender in accordance with the terms of the Mortgage to: (i) preserve or restore the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Section 15-1302(b)(5) of the Act;

b. Payments by the Lender of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments and all other taxes assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

c. Advances by the Lender in settlement of any claims asserted by claimants under senior mortgages or any other prior liens;

d. Attorneys' fees and other costs incurred in connection with: (i) the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(1) and (2) and Section 15-1510 of the Act; (ii) any action, suit or proceeding brought by or against the Lender for the enforcement of the Mortgage or arising from the interest of the Lender hereunder; or (iii) the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;

e. Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the Act;

f. Expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act;

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g. Expenses incurred and expenditures made by the Lender for any one or more of the following: (i) premiums for casualty and liability insurance paid by the Lender whether or not the Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation imposed by Section 15-1704(c)(1) of the Act of maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property; (ii) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (iii) payments deemed by the Lender to be required for the benefit of the Mortgaged Property, by reason of the exercise by Lender of any of its rights under Section 20, or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (iv) shares or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (v) if any loan secured hereby is a construction loan, costs incurred by the Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (vi) payments deemed by the Lender to be required pursuant to any lease or other agreement for occupancy of the Mortgaged Property; (vii) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof deemed by the Lender to be required to be paid; (viii) if the Borrower's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; and (ix) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

All Protective Advances shall be so much additional Indebtedness secured by this Mortgage and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate (as that term is defined in Section 29). This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Section 15-1302(b)(5) of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) determination of the amount of the Indebtedness at any time; (ii) the Indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments or orders by the court of any additional Indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purposes; (iii) if the right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Sections 15-1603(d)(2) and (e) of the Act; (iv) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (v) application of income in the hands of any receiver or Lender in possession; and (vi) computation of any deficiency judgment pursuant to Sections 15-1506(b)(2) and (3) and Section 15-1511 of the Act.

There shall be included in any decree foreclosing the lien of this Mortgage and be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order: (i) all costs and expenses of such suit or suits as described in this Section 25 with interest as herein provided; (ii) all money advanced by Lender for any purpose authorized in this Mortgage, with interest as herein provided; (iii) all of the accrued interest remaining unpaid on the Indebtedness; and (iv) the principal balance of the Note at such time remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to Borrower on reasonable request. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of Indebtedness, Lender shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, and no such suit or proceedings

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shall be dismissed or otherwise disposed of until such fees, expenses, and charges shall have been paid in full.

26. **Waiver of Right of Redemption.** Borrower acknowledges that the Mortgaged Property does not constitute agricultural real estate, as defined in 735 ILCS 5/15-1201, or residential real estate, as defined in Section 15-735 ILCS 5/15-1219, and, pursuant to 735 ILCS 5/15-1601(b), hereby waives for Borrower and all its successors in interest and for any and all persons claiming any interest in the Mortgaged Property, to the maximum extent permitted by law, any and all rights of redemption otherwise available to Borrower under the Act.

27. **Prepayment Privilege; Evasion.** So long as no Event of Default shall have occurred, Borrower shall have the privilege of making prepayments on the principal of the Note in accordance with the terms and conditions, if any, set forth in the Note. Following the election by Lender to accelerate the maturity of the Indebtedness as provided in Section 24(a), a tender of payment by Borrower or by anyone on behalf of Borrower of the amount necessary to satisfy the entire Indebtedness made at any time prior to a foreclosure sale shall constitute an evasion of the limitations on prepayment contained in the Note and shall be deemed to be a voluntary prepayment thereunder. Accordingly, to the maximum extent permitted by law, such prepayment shall include the premium required under the prepayment privilege, if any, contained in the Note.

28. **Lender's Rights Cumulative.** The remedies and rights herein are cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise of, or omission to exercise, any such remedy or right accruing shall impair any such remedy or right or be construed to be a waiver of any Event of Default, nor shall it affect any subsequent Event of Default of the same or a different nature.

29. **Default Interest Rate.** The term "Default Rate" shall mean, the interest rate specified in the Note to be charged on overdue payments of principal (and of interest to the extent permitted by law), but not more than the maximum contract rate permitted by law.

30. **No Usury.** Nothing contained in this Mortgage or in any of the other Loan Documents or in any transaction related hereto shall be construed or shall so operate either presently or prospectively (i) to require Borrower to pay interest in excess of the maximum amount of interest permitted by law to be charged in the case of the Indebtedness, but shall instead be deemed require payment of interest only to the extent of the lawful amount, or (ii) to require Borrower to make any payment or do any act contrary to law. Any interest in excess of that permitted by law that Lender may have received in connection with the Indebtedness shall, at the option of Lender, be (a) applied as a credit against the then unpaid principal balance under the Note, (b) applied as a credit against any accrued and unpaid interest on the unpaid principal balance under the Note (but not to exceed the maximum amount permitted by applicable law), (c) refunded to the Borrower or other payor thereof or (d) applied or refunded pursuant to any combination of the foregoing; and neither Borrower nor any of the other obligors under the Note or any guaranty given as additional security for the Indebtedness shall have any action against Lender for any damages whatsoever arising out of the payment or collection of any such interest.

31. **Partial Invalidity; Severability.** If the lien of this Mortgage is invalid or unenforceable as to any part of the Indebtedness or the Mortgaged Property, the unsecured or partially secured portion of the Indebtedness shall be completely paid prior to the payment of the remaining secured or partially secured

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portions of the Indebtedness. All payments made on the Indebtedness, whether voluntary or not, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness not secured or fully secured by the lien of this Mortgage. If any term, covenant or provision contained any of the Loan Documents shall be determined to be void, illegal or unenforceable to any extent or shall otherwise operate to invalidate any such Loan Document, in whole or part, then such term, covenant or provision only shall be deemed not contained in such Loan Document; the remainder of such Loan Documents shall remain operative and in full force and effect and shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained therein.

32. **No Discharge of Borrower's Liability.** In the event of the voluntary sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Lender is hereby authorized and empowered to deal with such vendee or transferee with reference to the Mortgaged Property on the terms or conditions hereof, as fully and to the same extent as it might with Borrower, without in any way releasing or discharging Borrower from Borrower's liability, covenants or undertakings hereunder.

33. **No Impairment of Collateral by Lender's Acts.** Without affecting the liability of Borrower or any other person, including without limitation any guarantor under a guaranty (except any person expressly released in writing) for payment of all or any portion of the Indebtedness or for performance of any obligation contained herein, and without affecting the rights of Lender with respect to any security not expressly released in writing, the validity or priority of this Mortgage or the lien created hereby or any guaranty given as additional security for the Indebtedness, Lender, at any time and from time to time either before or after the maturity of the Note and without notice or consent, may (a) release or partially release any person liable for payment of all or any part of the Indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness; modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise, refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; or (e) release, partially release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

34. **Effect of Extensions of Time and Amendments on Junior Liens and Others.** Any person taking a junior mortgage or other lien upon the Mortgaged Property or any interest therein shall take such lien subject to the rights of Lender (a) to amend, modify and supplement this Mortgage, the Note, the other Loan Documents or any other document or instrument evidencing, securing or guaranteeing the Indebtedness; (b) to vary the rate of interest and the method of computing the same; (c) to impose additional fees and other charges; and (d) to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing contained in this Section 34 shall be construed, however, as waiving any provision contained in this Mortgage which provides, among other things, that it shall constitute an Event of Default if all or any portion of the Mortgaged Property or any interest therein shall be sold, conveyed or further encumbered.

35. **Release of Mortgage.** Upon full payment of all of the Indebtedness at the time and in the manner provided in this Mortgage, in the Note and in the other Loan Documents, and provided all covenants and agreements contained in this Mortgage and in the other Loan Documents are kept and performed, this Mortgage shall be null and void, and upon demand therefor following such payment, a release of the Mortgaged Property shall in due course be made by Lender to Borrower at Borrower's expense.

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36. **Governing Law.** The terms and provisions of this Mortgage and the Note it secures shall be construed and governed by the laws of the State of Illinois without regard to the rules of conflicts of law of such state.

37. **Addresses for Notices.** All notices, demands, consents, requests, or other communications that are either required or contemplated in connection with this Mortgage shall be in writing, and shall be deemed given to the intended recipient thereof upon the earlier of: (a) actual delivery thereof at the address designated below for such intended recipient; (b) the first business day after deposit with a nationally recognized, reputable commercial courier service, such as Federal Express Company, with all charges prepaid; (c) when sent by facsimile transmission (with written confirmation of receipt); or (d) the third business day after the deposit thereof at any main or branch United States post office with postage prepaid for delivery thereof via certified or registered first class mail, return receipt requested, and in any such case addressed as follows:

If to Borrower: NSPS, Inc.
6925 South Pulaski Road
Chicago, Illinois 60029
Facsimile No. (773) 585-5040
Confirm No. (773) 585-5999

If to Lender: The CIT Group/Equipment Financing, Inc.
900 Ashwood Parkway, 6th Floor
Atlanta, Georgia 30338
Attn: Robert J. Levitsky
Facsimile No. (770) 677-3419
Confirm No. (770) 677-3410

By notice complying with the foregoing provisions of this Section 37, Borrower and Lender may from time to time change the above addresses applicable to them for the purposes hereof, except that any such notice shall not be deemed delivered until actually received. Copies of notices, if any, are for informational purposes only and may be sent by regular mail or in any other manner and the failure to give or to receive copies of notices shall not be deemed a failure to give notice to a party.

38. **Binding Effect: Miscellaneous Definitions.** All provisions and covenants of this Mortgage run with the land and shall inure to and bind the parties hereto and their respective heirs, devisees, representatives, vendees, successors and assigns. The word "Borrower" shall include the following persons, whether or not such persons shall have executed the Note or this Mortgage: (i) all persons claiming under or through Borrower, (ii) all persons liable for the payment of the Indebtedness or any part thereof, (iii) if Borrower is more than one person, each person constituting Borrower and (iv) if any constituent person of Borrower is a partnership, each of any constituent person's general partners. If the Borrower is more than one person, then the representations, warranties and obligations under this Mortgage shall be joint and several and any breach or default thereof by a constituent of Borrower is a breach or default by Borrower. As used in this Mortgage, the terms "person" or "persons" shall include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public bodies, as well as natural persons. Whenever used, the singular number shall include the plural, the plural

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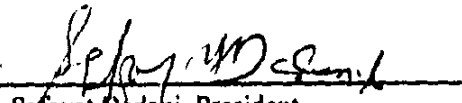
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the singular, and the use of any gender shall be applicable to all genders. Capitalized terms used in this Mortgage and not otherwise defined herein shall have the meanings ascribed to them in the Note.

39. **Captions.** The captions or headings at the beginning of any paragraph or portion of any paragraph in this Mortgage are for the convenience of Borrower and Lender and for purposes of reference only and shall not limit or otherwise alter the meaning of the provisions of this Mortgage.

WITNESS the due execution hereof on the day and year first above written.

NSPS, Inc., an Illinois corporation

By: 
Safayat Dadani, President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Safayat Dadani, as President of NSPS, Inc., an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of August, 1997.

[SEAL]





Notary Public

My commission expires: _____

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EXHIBIT A

Legal Description of the Real Estate

LOTS 22, 23, 24 AND 25 IN BLOCK 16 IN W.D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION OF THE SOUTH ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF AFORESAID LOTS LYING WEST OF A LINE WHICH IS 50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 23, WHICH WAS TAKEN BY THE CITY OF CHICAGO FOR STREET WIDENING PURPOSES) IN COOK COUNTY, ILLINOIS.

Common Address: 6925 South Pulaski, Chicago, Illinois 60629

PIN: 19-23-316-007
19-23-316-008
19-23-316-009
19-23-316-010

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EXHIBIT B

Permitted Encumbrances

1. General Real Estate Taxes for the year 1997 and subsequent years.
2. Encroachment of a fence and fence posts belonging to the owner of the property North and adjoining over onto Lot 22 of the land, by distances ranging from approximately 0.13 feet to approximately 0.21 feet, as disclosed by Plat of Survey prepared by John M. Flank dated November 29, 1983 and bearing Number 83-1800.
3. Encroachment of the concrete pavement of the 16-foot public alley along the East line of the property over onto the land, by approximately 0.15 feet, as disclosed by Plat of Survey prepared by John M. Flank dated November 29, 1983 and bearing Number 83-1800.

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