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BRIDGEVIEW BANK AND TRUST 7940 South Harlem Avenue Bridgeview, IL 60455

SEND TAX NOTICES TO:

BRIDGEVIEW BANK AND TRUST 7940 South Hartem Avenue Bridgeview, P. 6)455

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Bridgeview Bank and Trust 7940 South Nortem Avenue Bridgeview, IL 60455 15m

MURTGAGE

THIS MORTGAGE IS DATED JULY 29, 1998, between River Works, L.L.C., an Illinois Limited Liability Co., Andreas Benetatos, Vasilios Benetatos and James Mourillos, whose address is 1333 N. Kingsbury, Chicago, IL 60622 (referred to below as "Grantor"); and BRIDGEVEW BANK AND TRUST, whose address is 7940 South Hartem Avenue, Bridgeview, IL 60455 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures: all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or imigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 910 N. Halsted, Chicago, IL, \$25 N. Northbranch, Chicago, IL, 851 W. Haines, Chicago, IL 60622. The Real Property tax identification number is 17-05-499-007-0000,17-05-410-003-0000, 17-05-410-012-0000, 17-05-410-013-0000, 17-05-410-017-0000, 17-05-410-016-0000, 17-05-410-010-0000, 8 17-05-410-014-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation River Works, L.L.C., an Illinois Limited Liability Co.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor

who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest therein, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or comingent, liquidated or unsimplicated and whether Borrower may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become based by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise ununforceable. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$2,750,000.00.

Lender. The word "Lender" means BRIDGEVIEW BANK AND TRUST, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated July 29, 1998, in the original principal amount of \$2,750,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.620%.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limite) on all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Morigage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, foan agreements, environmental agreements, guaranties, security agreements, montgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of

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sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Montgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Montgage and to hypothecate the Property; (c) the provisions of this Montgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a cominuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintain necessary to preserve its value.

tazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Morgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., ("CERCLA"), the Superfund Amendments and Heauthorization Act of 1986, Pub. L. No. 99-499 ("SARIA"), the Hazardous Malerials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warra its to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or suctance by any person on, under, about or from the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any utle, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, meluding without limitation those laws, regulations, and ordinances ces

Huisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make a rangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith

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any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent. of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ormership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company, interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when one (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Froperty free of all liens having priority over or equal to the interest of Lender under this Mongage, except for the iren of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Grantor shall within filteen (15) days after the lien arises or, if a lien is filled, within filteen (15) days after Grantor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental clinical to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender turnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not

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Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any tien affecting the Property, or the restoration and repair of the Property. It Lender elects to apply the proceeds to restoration and repair, Gramtor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Gramtor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year. Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE GENERUES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount desired to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 or the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums one month prior to the all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Louder. All such payments shall be carried in an interest-free reserve single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may premiums, assessments, and other charges. Louder shall have the right to draw upon the reserve (or pledge) before paying it. Nothing in the Mongage shall be construed as required to determine the validity or accuracy of any item such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the to be insufficient to pay such taxes, insurance premiums, assessments and other charges. Crantor shall prove to be insufficient to pay such taxes, insurance premiums, as seisments and other charges, Grantor shall prove difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (2) be payable on demand, (b) become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other shall not be construed as curing the default so as to bar Lender from any remedy that it obtained would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entailed to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own throm time to time to permit such participation.

Compliance With Laws. Gramor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings

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or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on time type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available relocations for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes defined ent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cish or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lei der shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to unite.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured prity), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designed, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, dueds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by

Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant fincluding without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage. judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for takes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Delast. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Default in Favor of Total Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, nurchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Note or Borrower's or Crantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty of presentation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Muntgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Detective Collateralization. This Mortgr ge or any of the Related Documents ceases to be in full force and effect (including failure of any collateral occurrents to create a valid and perfected security interest or lien) at any time and for any reason.

insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forleiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written rotics of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower units: the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or bender believes the prospect of payment or performance of the Indebtedness is impaired.

insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter. Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

ccelerate indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may which the payments are made, whether or not any proper grounds for the demand existed. Lender may

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exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remeries. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditure; or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such suit as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at 2.11 time for the protection of its interest or the enforcement of its rights shall become a part of the Indebteuruss payable on demand and shall bear interest from the date of expenditure until repaid at the rate provices for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any units under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a laws it, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching morteds, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be some by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when derosited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in inc. United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mongage. Any party may change its address for notices under this Mongage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mongage shall be semt to Lender's address, as shown near the beginning of this Mongage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Arbitration. Lender and Grantor and Borrower agree that all disputes, claims and controversies between

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them, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Sederal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mongage with any other interest or estate in the Property a any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate / Lihority. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a count of competent jurisdiction finds any provision of this Mongage to be invalid or unenforceable as to any person or circum stance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mongage in all other respects shall and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the becall of the parties, their successors and assigns. If ownership of the Property becomes vested in a person of the frantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of Indebtedness or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and writines all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under waivers and Consents. Lender shall not be deemed to have waived any rights under this morgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior vaiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance thall not constitute continuing consent to subsequent instances where such consent is required.

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EACH GRANTOR ACKNOWLEDGES HAVING REA	D ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH
GRANTOR AGREES TO ITS TERMS.	River Works, L.L.C. on Illinois kimited Liability Co.
	River Horks, E.L.C. of Little Liability Co.
GRANTOR: \ // /	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Daniel R. Drew, Trustee of the J. Michael Drew 1998
x x Ill Cr	Children;s Trust dated March 25,1998, Member
River Works, LLC., an Illinois Limited Liabili	R. Drewiggs Children's Trust under Trust dated March
	R. Drewiggs Children's Trust under Trust dated March
28,1998,Member	
x (1800000 Smiles	The Drew Group, Inc., J. Michael Brest, Pres.
Andreas Benetatos	
wines and interna	
	Daniel R. Drew, Sec., Managing Member

07-29-1998 Loan No 40193

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Vasilios Benetistos Vasilios Benetistos James Mourikes
A CONTROL A DISTANCE PROPERTY
INDIVIDUAL ACKNOWLEDGMENT
STATE OF
) 55
COUNTY OF COLOR
On this day before me, the undersigned Notary Public, personally appeared River Works, L.L.C., an Illinois Limited Liability Co.; Andreas Benefatos; Varilina Benefatos; and James Mourikes, to me known to be the individuals described in and who executed the Morrage, and acknowledged that they signed the Morrage at their free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 7 day of 114 . 19 77
By Descript Telus Milantohe
Notary Public in and for the State of There's Supplied ALSEAL
My commission expires 8:3/.98

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24a (c) 1998 CFI ProServices, Inc. All rights reserved. [IL-G03 E3.24 RIVERW.LN]

LEGAL DESCRIPTION

PARCEL 1:

ALL THAT PART OF LOTS 11, 12 AND 13 LYING NORTH OF THE FOLLOWING DESCRIBED LINE TO WIT:

BEGLINNING AT A POINT IN THE EAST LINE OF SAID LOT 13, WHICH IS 269.55 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 83 DEGREES 30 MINUTES WITH THE EAST LINE OF SAID LOT AS MEAURED FROM WORTH TO NORTHWEST A DISTANCE OF 196.46 FEET; THENCE CONTINUING NORTHWESTERLY O'L A DEFLECTION OF 33 DEGREES FROM WEST TOWARD TO THE NORTH FROM THE LAST DESCRISED LINE TO AN INTERSECTION WITH THE WEST LINE OF LOT 11 AFORESAID, WHICH IS 297.5 FEET SOUTHWESTERLY FROM THE NORTHWEST CORNER OF SAID LOT 11: TOGETHER WITH THAT PART OF LOT 10 DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT A DISTANCE OF 20 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT: A DISTANCE OF 100 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 10 A DISTANCE OF 20 FEET; THENCE MORTHEASTERLY, 100 FEET TO THE PLACE OF BEGINNING (EXCEPT FROM THE ABOVE MENTIONED LOT 13. ALL THAT PART OF THE EAST 28.5 FEET THEREOF LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLE TO THE WIST LINE OF SAID LOT THROUGH A POINT 226.30 FEET SOUTH OF THE NORTHEAST CORNER TYER/OF), ALL IN BLOCK 80 IN ELSTON'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD INJUSTIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 2:

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO, SITUATED IN THE SCUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1 AND RULLING THEMCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 8.89 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 57.78 FEET TO A POINT WHICH IS 19.85 FEET, MEASURED PERPENDICULARLY NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 349.26 FEET, A DISTANCE OF 33.71 FEET TO A POINT WHICH IS 24.53 FEET, MEASURED PERPENDICULARLY NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 118.70 FEET TO A POINT WHICH IS 35.32 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 443.93 FEET, A DISTANCE OF 80.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3, WHICH IS 136.65 FEET, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 1, 2 AND 3 SOUTHEASTERLY FROM THE POINT OF BEGINNING AND THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOTS, THE SAID

LEGAL DESCRIPTION (CONTINUED)

DISTANCE OF 136.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO SITUATED IN THE SOUTHEAST 1/4 OF SECTION 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK WHICH IS 275.75
FEET NORTHWESTERLY FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK AND RUNNING
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY BLOCK LINE, A DISTANCE OF 151.03
FEET TO AN ANGLE IV THE SOUTHWESTERLY LINE OF SAID BLOCK; THENCE NORTHWESTERLY
ALONG THE WESTERLY LINE OF SAID BLOCK, A DISTANCE OF 138.71 FEET TO A POINT
190.15 FEET SOUTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID BLOCK; THENCE
SOUTHEASTERLY ALONG AN FROM THE MOST WESTERLY CORNER OF 495.87 FEET AND CONVEX
NORTHEASTERLY, A DISTANCE OF 1.03.08 FEET TO A POINT 33.06 FEET (MEASURED)
PERPENDICULAR) NORTHEASTERLY FROM THE LAST DESCRIBED COURSE IN THIS DESCRIPTION;
THENCE SOUTHEASTERLY ALONG A STARIGHT LINE, A DISTANCE OF 61.96 FEET TO A POINT
33.13 FEET (MEASURED PERPENDICULAR NORTHEASTERLY FROM THE FIRST ABOVE DESCRIBED
COURSE IN THIS DESCRIPTION AND TREASTER SOUTHEASTERLY, A DISTANCE OF 120.30 FEET
TO THE POINT OF BEGINNING, IN COOK COUPTY, ILLINOIS.

PARCEL 4:

A PARCEL OF LAND COMPRISED OF PART OF EACH OF LOTS 6, 7, 8, 9 AND 10 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHELS: 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEASTERLY LINE OF SAID LOT 6, AT A VOINT WHICH IS 15.00 FEET SOUTHEAST FROM THE MOST NORTHERLY CORNER OF SAID LOVE F. RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOTS 6, 7 AND 8 A DISTANCE OF 138.87 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 9; THEN N' SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOTS 9 AND 10. A DISTANCE (F 100.06 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 10; THENCE SOUTHWESTERLY ALONS THE SOUTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 95.33 FEET TO A POINT WHICH IS 5.29 FEET, MEASURED ALONG SAID SOUTHEASTERLY LOT LINE, NORTH EAST FROM THE MOST SOUTHERLY CORNER OF SAID LOT 10 (SAID MOST SOUTHERLY CORNER OF LOT 10 22016 A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 81 WHICH IS 203.33 FEME MEASURED ALONG SAID SOUTHWESTERLY LINE, NORTHWEST FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK 81); THENCE MORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 269.77 FEET TO A POINT WHICH IS 15.00 FEET, MEASURED PERPENDICULARLY, SOUTHEAST FROM THE Northwesterly line of said lot 6, and 80.13 peet, measured parallel with said NORTHWESTERLY LINE, SOUTHWEST FROM THE NORTHEASTERLY LINE OF SAID LOT 6: AND THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH AND 15 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 6, SAID DISTANCE OF 80.13 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION (CONTINUED)

PARCEL 5:

LOTS 14 TO 17 IN BLOCK 81 IN ELSTON'S ADDITION TO CITY OF CHICAGO IN SECTIONS 4 AND 5. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A PART OF LOTE 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 INCLUSIVE IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TORT SHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST MISTERLY CORNER OF SAID LOT 1: THENCE MORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 8.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTIRLY ALONG A STRAIGHT LINE A DISTANCE OF 58.78 FEET TO A POINT WHICH IS 19.85 FEET: MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOCAL THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 349.26 FEET, A DISTANCE OF 33.71 FEET TO A POINT WHICH IS 74.53 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG A STRIAGHT LINE A DISTANCE OF 118 20 FEET TO A POINT WHICH IS 35.32 FEET MEASURED PERPENDICULARLY. NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE ARC OF CIRLOE, CONVEX TO THE MORTHEAST AND HAVING A RADIUS OF 443.93 FEET A DISTANCE OF 67.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 WHICH IS 136.65 FEET SOUTHPASTERLY FROM THE MOST WESTERLY CORNER OF SAID LOT 1 AS MEASURED ALCOS THE SOUTHWESTERLY LINE OF SAID LOTS 1, 2 AND 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 3 AND 4 A DISTANCE OF 53.5 FEET; THENCE SOUTHERSTRLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 409.87 FEET, A DISTANCE OF 103.08 FEET TO A POINT WHICH IS 33.06 FEET, MEASURED FERDENDICULARLY, NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 6: THORCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 61.96 FEET TO A POINT 33.12 FEET, MEASURED PERPENDICULARLY, NORTHEASTERLY FROM THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 120.30 FEET TO POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 9 WHICH IS 275.75 FEET NORTHWESTERLY SROM THE MOST SOUTHERLY CORNER OF BLOCK 81; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 9 AND 10 A DISTANCE OF 72.57 FEET TO THE MOST SOUTHPALY CORNER OF SAID LOT 10; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10 A DISTANCE OF 5.29 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 269.77 FEET TO A POINT WHICH IS 15.00 FEET, MEASURED PERPENDICULARLY. SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 6, AND 80.13 FEET. MEASURED PARALLEL WITH SAID NORTHWESTERLY LINE, SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 6: THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH AND 15 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 27.13 FEET TO A POINT 53.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 6: THENCE MORTHWESTERLY ALONG A STRAIGHT LINE. 42.25 FEET TO A

LEGAL DESCRIPTION (CONTINUED)

POINT IN THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY DEED RECORDED ON NOVEMBER 5, 1953, AS DOCUMENT 15762527, IN COOK COUNTY, ILLINOIS: THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 297.94 FEET, A DISTANCE OF 17.42 FEET TO A POINT WHICH IS 66.56 FEET. MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 5: THENCF NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 38.06 FEET TO A POINT WAICH IS 79.15 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM THE NORTHEASTERNY LINE OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, COLVEY TO THE SOUTHWEST AND HAVING A RADIUS OF 320 FEET, A DISTANCE OF 78.75 FEET TO POINT WHICH SI 95.85 FEET, MEASURED PERPENDICULARLY. SOUTHWESTERLY IROM THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE MORTHWESTERLY ALONG THE ARC OF A SIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 418.54 FEET, A DISTANCE OF 26.65 FEET TO A POINT WHICH IS 97.59 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 8 FEET TO A POINT WHICH IS 97.62 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 20.06 FEET TO A POINT WHICH IS 98 1EFT SOUTHWESTERLY FROM, AS MEASURED PARALLEL WITH. THE NORTHEASTERLY LINE, AND 29.50 MEET SOUTHEASTERLY FROM, AS MEASURED PARALLEL WITH THE NORTHWESTERLY LINE, OF SAID LOT 1; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 29.50 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1 WHICH IS 98 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND DISTANCE OF 34.11 FEET, MORE OR LESS TO THE POINT OF BEGINNING PARCEL 7: PARCEL 1:

THAT PART OF LOTS 1 TO 6, INCLUSIVE IN BLOCK 81 IN FLSTON'S AUDITION TO CHICAGO SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE COUTMEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER DESCRIBED AS TOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCA WESTERLY ALONG THE NORTHERLY LINE THEREOF 98 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 29.5 FEET; THENCE SOUTHEASTERLY 160.66 FEET TO A PO'NT IN A LINE 15 FEET NORTHERLY OF THE SOUTHERLY LINE OF LOT 4 AFORESAID, SAID PURT BEING 57.2 FEET WESTERLY OF THE EASTERLY LINE THEREOF; THENCE WESTERLY ALONG SAID LINE 11.8 FEET; THENCE SOUTHEASTERLY 81.55 FEET TO A POINT IN A LINE 15 FEET SOUTHERLY OF THE NORTHERLY LINE OF LOT 6 AFORESAID SAID POINT BEING 53 FEET WESTERLY OF THE EASTERLY LINE THEREOF; THENCE EASTERLY ALONG SAID LOT 53 FEET TO THE EASTERLY LINE OF SAID LOTS 1 TO 6, 265 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A PARCEL OF LAND, CONSISTING OF A PART OF EACH OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 61 IN ELSTON'S ADDITION TO CHICAGO, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

LEGAL DESCRIPTION (CONTINUED)

SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 98 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE AND 29.50 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 1. SAID POINT BEING AT AN ANGLE IN THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON NOVEMBER 5. 1953 AS DOCUMENT NUMBER 15762527, AND RUNNING THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF THE LAND SO CONVEYED, A DISTANCE OF 160.63 FEET TO A POINT WHICH IS 15 FORT NORTHWEST FROM THE SOUTHEASTERLY LINE AND 57.20 FEET SOUTHWEST FROM THE MORE PASTERLY LINE OF SAID LOT 4; THENCE CONTINUING ALONG A LINE OF THE PROPERTY SO CONVAVED, BEING A LINE 15 FEET NORTH WEST FROM THE SOUTHEASTERLY LINE OF SAID LOT A, A DISTANCE OF 11.60 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG THE SOUTHWESTFAUN LINE OF THE PROPERTY SO CONVEYED, A DISTANCE OF 39.29 FEET: THENCE NORTHWESTERLY, DEPARTING FROM THE SOUTHWESTERLY LINE OF THE LAND SO CONVEYED, A DISTANCE OF 17 A2 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 297.94 FEET, TO A POINT WHICH IS 66.56 FEET. MEASURED PERPENDICULARLY, SOUTHWEST FROM THE NORTHWESTERLY LINE OF SAID LOT 5: THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 32.06 FEET TO A POINT WHICH IS 79.15 FEET, MEASURED PERPENDICULARLY, SOUTHWEST FROM THE NORTHEASTERLY LINE OF SAID LOT 4, THENCE NORTHWIFTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 320 FRET, A DISTANCE OF 78.75 FEET TO A POINT WHICH IS 95.85 FEET. MEASURED PERPENDICULARLY, SOUTHWEST FROM THE MORTHEASTERLY LINE OF SAID LOT 2; THENCE MORTHWESTERLY ALONG THE ARC IF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 418.54 FEET, A DISTANCE OF 36.65 FEET TO A POINT WHICH IS 97.59 FEET, MEASURED PERPENDICULARLY, SOUTHWEST FROM THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 8 FEET TO A POINT WHICH IS 97.62 FFET MEASURED PERPENDICULARLY. SOUTHWEST FROM THE HORTHEASTERLY LINE OF SAID LOT I AND THENCE HORTHWESTERLY 750//Ca ALONG A STRAIGHT LINE A DISTANCE OF 20.06 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.