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THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO
Michael T. Huguelet
10125 S. Roberts Road
Palos Hills, IL 60465

Address of Property:
1101 Tonne Road and
601-625 Chase Avenue
Elk Grove Village, IL

P.I.N. 08-27-303-070

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MORTGAGE AND ASSIGNMENT OF RENTS

THIS MORTGAGE AND ASSIGNMENT OF RENTS (hereinafter referred to as the "Mortgage") is made as of the 30th day of June, 1998 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY as Successor Trustee to NBD BANK, not personally but as Trustee under Trust Agreement dated June 30, 1993, and known as Trust No. 3051-EG (hereinafter referred to as "MORTGAGOR") and TIMOTHY J. KEOUGH as Trustee under the Timothy J. Keough Trust dated July 9, 1993 and MARY M. KEOUGH as Trustee under the Mary M. Keough Trust dated July 9, 1993 whose address is 1315 Green Trails Drive, Naperville, Illinois 60540 (hereinafter collectively referred to as "MORTGAGEE");

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A. BRIAN J. SMYTH, ROBERT ERBACH and PATRICK T. MURPHY are together the holders of one hundred percent (100%) of the beneficial interest ("Beneficiaries") in and power of direction to the MORTGAGOR (the "GUARANTORS"), have heretofore, now and from time to time hereafter, may request loans, advances, extensions of credit and/or other financial accommodations from MORTGAGEE; and

B. MORTGAGEE has heretofore and may from time to time hereafter lend monies and/or make advances, extensions of credit or other financial accommodations to, on behalf or for the benefit of MORTGAGOR and the GUARANTORS pursuant to the "Promissory Notes" in the aggregate principal amount equal to Six Hundred Eleven Thousand and Five Hundred and No/100 (\$611,500.00) Dollars, as that term is defined herein, in accordance with the "Other Agreements", all as hereinafter defined.

NOW, THEREFORE, in consideration of any loan, advance, extension of credit and/or other financial accommodation at any time made by MORTGAGEE to or for the benefit of MORTGAGOR, MORTGAGOR agrees with MORTGAGEE as follows:

1. DEFINITIONS AND TERMS:

1.1 The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof, giving effect to the numerical difference; whenever the context so requires, the use of "it" in reference to MORTGAGOR shall mean MORTGAGOR as identified at the beginning of this Mortgage.

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CHARGE C.T.I.C.

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(A) "And/or": one or the other or both, or any one or more of all, of the things or "Persons: (hereinafter defined) in connection with which the conjunction is used.

(B) "Charges": all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges, liens, claims or encumbrances upon and/or relating to the "Mortgaged Property" (hereinafter defined), "Mortgagor's Liabilities" (hereinafter defined) and/or "Mortgagor's Obligations (hereinafter defined).

(C) "Documents": the definition ascribed to this term in Paragraph 2.3 below.

(D) "Encumbrances": all liabilities, claims, debts, exceptions, easements, restrictions, security interests, charges and all other types of encumbrances.

(E) "Equipment": all present and future apparatus, and/or fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the "Premises" (hereinafter defined), or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof, substitutions therefor and accessions thereto, including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services. Notwithstanding anything contained herein to the contrary, MORTGAGEE agrees that any security interest granted to it by the MORTGAGOR in any Equipment, as that term is used herein, is intended to give the MORTGAGEE a security interest in fixtures only, and not any items of personal property and/or trade fixtures.

(F) "Event of Default": the definition ascribed to this term in Paragraph 6.1 below.

(G) "Leases": all present and future leases, agreements, tenancies, licenses and franchises of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guarantees of lessee's performance thereunder.

(H) "Promissory Notes": Two Promissory Notes dated contemporaneously herewith executed and delivered by and between the MORTGAGOR and MORTGAGEE, and guaranteed by the GUARANTORS payable in accordance with its term each in the principal amount of Three Hundred and Five Thousand, Seven Hundred and Fifty and No/100 (\$305,750.00) Dollars for an aggregate principal amount of Six Hundred and Eleven Thousand

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and No/100 (\$611,500.00) Dollars, plus interest, all as set forth and defined in the Promissory Notes.

(I) "Mortgaged Property": (a) the Premises; (b) the "Rents" (hereinafter defined); (c) the Leases; (d) the Equipment (which shall be deemed to be a part of the Premises, whether physically attached thereto or not); (e) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power or eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; (f) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (g) all proceeds of each and every of the foregoing.

(J) "Mortgagor's Liabilities": (a) the payment of any and all monies, including, without limitation, the payment, when due or declared due, of the principal sum of the Promissory Notes and interest thereon (including all additional interest set forth therein), now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of the Promissory Notes; (b) the payment of and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from MORTGAGOR to MORTGAGEE under and/or pursuant to the terms and provisions of this Mortgage (including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of Mortgagee's lien thereon); and (c) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from MORTGAGOR to MORTGAGEE, howsoever evidenced, created, incurred, acquired or owed, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of this Mortgage, the Promissory Notes or the Other Agreements.

(K) "Mortgagor's Obligations": the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by MORTGAGOR contained in this Mortgage, the Promissory Notes and/or in the Other Agreements.

(L) "Other Agreements": all agreements, instruments and documents, including, without limitation, loan agreements, security agreements, guaranties, mortgages, assignments of rents, deeds of trust, Notes, letters of credit, advises of credit, bankers acceptances, pledges, powers of attorney, consents, assignments, contracts, notices, leases, financing statements and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of MORTGAGOR and delivered to MORTGAGEE, or issued by MORTGAGEE upon the application and/or other request of, and on behalf of MORTGAGOR.

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(M) "Person": any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

(N) "Premises": all of the following described real estate, and all of MORTGAGOR'S estate, right, title and interest therein, situated, lying and being in the City of Elk Grove Village, County of Cook, State of Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof and commonly known as 1101 Tonne Road and 601-625 Chase Avenue, Elk Grove Village, Illinois, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate, whether before or after vacation thereof.

(O) "Rents": all present and future rents, issues, avails, profits and proceeds of or from the Premises, the Leases and/or the Equipment.

2. CONVEYANCE

2.1 To secure the payment by MORTGAGOR of MORTGAGOR'S Liabilities and the performance by MORTGAGOR of MORTGAGOR'S Obligations, MORTGAGOR hereby does grant, give, bargain, confirm, assign, pledge, set over, transfer, sell, convey, remise, release and otherwise mortgage to MORTGAGEE, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage; provided, nevertheless, that if MORTGAGOR its successors or assigns, shall satisfy, discharge and otherwise pay to MORTGAGEE, its successors or assigns, in full, MORTGAGOR'S Liabilities and keep and perform all of MORTGAGOR'S Obligations, then this Mortgage shall become null and void and shall be released at MORTGAGOR'S expense.

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. Therefore, to secure the payment by MORTGAGOR of MORTGAGOR'S Obligations, MORTGAGOR hereby grants to MORTGAGEE a security interest in the Mortgaged Property.

2.3 MORTGAGOR, immediately upon request by MORTGAGEE, at MORTGAGOR'S sole expense, will make, execute and deliver and/or will cause to be made, executed and delivered to and/or for the benefit of MORTGAGEE, in form and substance acceptable to MORTGAGEE, all Documents that MORTGAGEE is advised are and/or deem necessary or

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appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage, the Promissory Notes or the Other Agreements or required to perfect or continue perfected, as valid Encumbrances, the Encumbrances granted herein or in the Other Agreements by MORTGAGOR to MORTGAGEE upon the Mortgaged Property. "Documents" means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, Notes, security agreement, guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

3. COVENANTS, WARRANTIES AND REPRESENTATIONS

3.1 MORTGAGOR covenants and represents to MORTGAGEE as follows:

(A) MORTGAGOR promptly will pay, or cause to be paid, when due or declared due, MORTGAGOR'S Liabilities and will promptly, fully and faithfully perform, discharge, observe and comply with each and every of MORTGAGOR'S Obligations.

(B) MORTGAGOR now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage, the Promissory Notes and the Other Agreements to MORTGAGEE, to encumber the Mortgaged Property to MORTGAGEE as provided herein or in the Other Agreements and to perform all of MORTGAGOR'S Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Promissory Notes and the Other Agreements.

(C) The execution, delivery and performance by MORTGAGOR of and under this Mortgage, the Promissory Notes and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, Notes, judgment, order, award, decree or other restriction to which MORTGAGOR or any of the Mortgaged Property is or hereafter shall become a party or by which MORTGAGOR or any of the Mortgaged Property is or hereafter shall become bound.

(D) MORTGAGOR has duly filed and shall continue to timely file all federal, state and other governmental and similar returns which MORTGAGOR is required by law to file with respect to the Mortgaged Property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns shall be timely and fully paid and MORTGAGOR shall maintain adequate reserves in amount to pay fully all such liabilities which hereafter may accrue.

(E) All of the Leases, if any, are and shall remain genuine, in all respects what they

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purport to be, free of set-offs, counterclaims or disputes and are valid and enforceable in accordance with their terms. All parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by MORTGAGOR or MORTGAGEE in writing, no advance payments have been or shall be made thereunder.

(F) After due inquiry, there is no known litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, MORTGAGEE'S Encumbrances thereon, the collectivity of the obligations under the Promissory Notes, the ability of MORTGAGOR to repay, the obligations under the Promissory Notes or the financial condition of the Mortgaged Property or the operation or business thereof.

(G) MORTGAGOR and the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any terms or condition that is materially burdensome to said business or materially different than those of the foregoing customarily possessed or held by other parties conducting or operating a similar business.

(H) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, without limitation, building and zoning laws, and all covenants and restrictions of record.

(I) The GUARANTORS are and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

(J) Within one hundred eighty (180) days of the end of each calendar year during the term of the Promissory Notes upon written request by MORTGAGEE, the GUARANTORS shall provide to the MORTGAGEE personal annual tax return and personal financial statements for each of the GUARANTORS, including cash flows on all income producing properties listed on each GUARANTORS personal financial statement annually for the MORTGAGEE'S review.

(K) Within one hundred eighty (180) days of the end of each calendar year during the term of the Promissory Notes upon written request by MORTGAGEE, the GUARANTORS shall supply the MORTGAGEE with (i) income and expense statements for the Premises on an annual basis during the terms of the Promissory Notes; and with (ii) year-end financial statement of Oasis Sales Corp., an Illinois corporation, prepared by an independent certified public accountant.

(L) Within one hundred twenty (120) days of the end of each calendar year during

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the term of the Promissory Notes, the GUARANTORS shall supply the MORTGAGEE with copies of the certified rent roll for the Premises upon the execution of this Mortgage, and annually thereafter during the term of the Promissory Notes.

(M) The MORTGAGEE will have the right to inspect the Premises upon notice and at all reasonable times and access will be permitted to the MORTGAGEE for that purpose.

3.2 GUARANTORS covenant with and warrant and represent to MORTGAGEE that MORTGAGOR is lawfully seized possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all Encumbrances except (i) the Encumbrances of MORTGAGEE, and (ii) those Encumbrances described on Exhibit "B" attached hereto and made a part hereof.

3.3 MORTGAGOR covenants with and GUARANTORS warrant and represent to MORTGAGEE as follows.

(A) MORTGAGOR will not change the use or character of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. MORTGAGOR shall not remove any fixture or demolish any building or improvement located in or on the Premises. MORTGAGOR shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of the MORTGAGEE diminishes of law and all municipal ordinances governing the Mortgaged Property and the use thereof. MORTGAGOR shall permit MORTGAGEE, and its agents, upon demand, access to and to inspect the Mortgaged Property at all reasonable times.

(B) MORTGAGOR promptly shall pay and discharge as and when due and payable, before any penalty attaches, all Charges, that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to MORTGAGEE duplicate receipts evidencing payment thereof at least thirty (30) days before delinquency. If MORTGAGEE is required by legislative enactment or judicial decision to pay any Charge in or to any state, municipality or government on the Mortgaged Property (or on any interest therein), this Mortgage, the Promissory Notes, the Other Agreements or MORTGAGOR'S Liabilities, all of MORTGAGOR'S Liabilities shall become and be due and payable, at the election of MORTGAGEE, thirty (30) days after the mailing of notice of such election to MORTGAGOR; provided, however, said election and right to elect will be unavailing and this Mortgage, the Promissory Notes and the Other Agreements will be and remain in full force and effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, MORTGAGOR lawfully may pay such charge to or for MORTGAGEE and does, in fact, pay, when payable, so much thereof as, taken with interest as

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aforesaid, does not exceed the maximum amount of interest permitted by applicable law. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Promissory Notes or the Other Agreements, MORTGAGOR will pay for the same, together with any interest or penalties imposed in connection therewith.

(C) MORTGAGOR shall keep the Mortgaged Property free and clear of all Encumbrances (including, without limitation, mechanics liens and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2 above, and, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an encumbrance and, immediately upon request by MORTGAGEE, shall deliver to MORTGAGEE evidence satisfactory to MORTGAGEE of the payment and discharge thereof, and shall deliver a title indemnity issued by a title company reasonably acceptable to the MORTGAGEE. To prevent default hereunder, MORTGAGOR may indemnify MORTGAGEE, by a means determined solely by and acceptable to MORTGAGEE, against loss by reason of such an Encumbrance which MORTGAGOR may desire to contest. If, in accordance with the terms of this Mortgage, MORTGAGEE makes payment of any such Encumbrance, MORTGAGEE shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(D) MORTGAGOR shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged Property or MORTGAGOR'S interest therein, accept for the list of permitted encumbrances contained in the attached Schedule "B" which is attached hereto and made a part hereof. Without the prior written consent of MORTGAGEE, MORTGAGOR shall not sell or otherwise transfer all or any portion of the Mortgaged Property or MORTGAGOR'S interest therein. MORTGAGEE, in its sole discretion, may deliver or withhold such consent based upon MORTGAGEE'S determination, to its sole satisfaction, of the credit worthiness and ability of the proposed assignee, transferee or purchaser to satisfy, perform and discharge MORTGAGOR'S Liabilities in a proper and timely fashion and manner. MORTGAGEE, in its sole discretion, may condition the delivery of its consent upon MORTGAGOR agreeing to provide for such additional terms and conditions in the Promissory Notes, Mortgage or Other Agreements as may be acceptable to MORTGAGEE in its sole discretion.

(E) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property), related or necessary to or used or useable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2 above and MORTGAGOR will not acquire any such property subject to any Encumbrances except those Encumbrances described in Paragraph 3.2 above.

3.4 If MORTGAGOR, immediately after written demand from MORTGAGEE, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to

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replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of MORTGAGOR'S Obligations, MORTGAGEE, at its sole discretion, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by MORTGAGEE in taking such action together with a per annum rate of interest thereon (computed on the basis of a 360-day year and charged for actual days elapsed) equal to the "prime rate" as that term is defined in the Promissory Notes plus three and one half (3-1/2%) percent per annum, from the due date of MORTGAGOR'S payment until repaid by MORTGAGOR to MORTGAGEE. THE MORTGAGOR shall have the right to require such payments to be made on demand at any time and, until paid, all such payments shall constitute a part of MORTGAGOR'S Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by MORTGAGEE shall not be deemed to relieve MORTGAGOR from any default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with MORTGAGEE and not obligatory upon MORTGAGEE and MORTGAGEE shall not in any case be liable to MORTGAGOR for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, MORTGAGEE may rely upon any bills delivered to it by MORTGAGOR or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

4. TAXES, INSURANCE AND CONDEMNATION

4.1 (A) MORTGAGOR, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance) against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies as MORTGAGEE, from time to time, may require in companies, form, amounts and for such periods as are satisfactory to MORTGAGEE, but, in any event, for not less than the greater of the replacement cost of the Mortgaged Property, or the balance of the MORTGAGOR'S Liabilities. During any period of construction at or on the Premises, the MORTGAGOR shall supply the MORTGAGEE with a Builder's Risk policy of insurance in an amount and from a company acceptable to the MORTGAGEE. All such policies and renewals thereof shall contain, in form and substance acceptable to MORTGAGEE, standard mortgage and lender's loss payable clauses naming MORTGAGEE as the mortgagee and as the loss payee as well as a standard waiver of subrogation endorsement and shall be delivered, as issued, to MORTGAGEE, with premiums therefor paid in full by MORTGAGOR. All policies shall provide that they are noncancelable by the insurer without first giving at least thirty (30) days written notice to MORTGAGEE of any intended cancellation. MORTGAGOR will give immediate written notice to MORTGAGEE of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, MORTGAGOR will deliver to and deposit with MORTGAGEE renewal policies not less than forty-five (45) days prior to the respective dates of expiration. MORTGAGOR will deliver and deposit with MORTGAGEE receipts for the payment of the premiums on all policies and renewals thereof. In the event of foreclosure of title to the Mortgaged Property in extinguishment of MORTGAGOR'S Liabilities, all right, title and interest of MORTGAGOR in

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and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) (1) Full power is hereby conferred on MORTGAGEE:

(a) to settle and compromise all claims under all policies;

(b) to demand, receive and receipt for all monies becoming due and/or payable under all policies:

(c) to execute, in the name of MORTGAGOR or in the name of MORTGAGEE, any proofs of loss, notices or other instruments in connection with all claims under all policies; and

(d) to assign all policies to any holder of MORTGAGOR'S Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

(2) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to MORTGAGEE and MORTGAGEE, in its sole and absolute discretion, may:

(a) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either:

(i) toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof; or

(ii) as a payment on account of MORTGAGOR'S Liabilities (without affecting the amount or time of subsequent payments required to be made by MORTGAGOR to MORTGAGEE under the Promissory Notes or the Other Agreements), whether or not then due or payable; or

(b) deliver the same to MORTGAGOR.

4.2 (A) MORTGAGOR shall supply the MORTGAGEE on an annual basis, with reasonable proof, as acceptable to the MORTGAGEE, that the total annual Charges arising with respect to the Mortgaged Property have been paid in full.

(B) If any of the Charges are not paid as provided for, MORTGAGOR shall deposit with MORTGAGEE such monies as are necessary to pay, in full, such Charges, and the

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MORTGAGEE shall have the right to use the Certificate in payment of same.

(C) In the Event of a Default, as that term is defined herein, and upon the request of the MORTGAGEE, MORTGAGOR shall establish with MORTGAGEE an escrow for deposit of funds for the payment of insurance premiums for all insurance policies required to be obtained and maintained by MORTGAGOR pursuant to this Mortgage with respect to the Mortgaged Property and such other Charges as the MORTGAGEE shall deem reasonable, including without limitation, all real estate taxes attributable to the Premises. Such insurance and tax escrow shall be in such amount and shall be subject to such terms and conditions as MORTGAGEE, in its sole and absolute discretion, may determine.

4.3 (A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of MORTGAGOR in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, without limitation, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to MORTGAGEE as additional security for the payment of MORTGAGOR'S Liabilities (and for such purpose, MORTGAGOR hereby grants to MORTGAGEE a security interest therein):

(B) MORTGAGEE shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in MORTGAGOR'S name, in MORTGAGEE'S name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:

- (1) apply the same, or any part thereof, to MORTGAGOR'S Liabilities, whether or not then matured and without affecting the amount or time of subsequent payments required to be made by MORTGAGOR to MORTGAGEE under the Promissory Notes or the Other Agreements.
- (2) use the same, or any part thereof, to satisfy, perform or discharge any of MORTGAGOR'S Obligations;
- (3) use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to MORTGAGEE; or
- (4) release the same to MORTGAGEE.

(C) MORTGAGOR, immediately upon request by MORTGAGEE, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of MORTGAGEE any and all assignments and other instruments sufficient to assign, and cause the payment directly to MORTGAGEE of, all such awards, free and clear of all Encumbrances

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except those Encumbrances described in Paragraph 3.2 above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, MORTGAGOR shall continue to pay all of MORTGAGOR'S Liabilities, as and when due and payable, until any such award or payment shall have been actually received by MORTGAGEE, and any reduction in MORTGAGOR'S Liabilities resulting from the application by MORTGAGEE of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior, to the receipt by MORTGAGEE of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, MORTGAGEE shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the reasonable attorneys' fees, costs, expenses and disbursements incurred by MORTGAGEE in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 So long as there shall not have occurred an Event of Default under this Mortgage, or any event which, with notice or lapse of time or both would become an Event of Default under this Mortgage, MORTGAGOR shall have the right to collect all of the Rents arising from the Leases, or renewals thereof. If requested by the MORTGAGEE, the MORTGAGOR shall cause any proposed tenant for all or any portion of the Premises to execute, prior to contemporaneously with the execution of a lease, a Subordination, Non-Disturbance and Attornment Agreement in a form and substance as shall be reasonably required by the MORTGAGOR.

5.2 At all times, MORTGAGEE or any of MORTGAGEE'S agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of MORTGAGOR, MORTGAGEE, a nominee of MORTGAGEE or in any or all of said names.

5.3 Unless MORTGAGEE notifies MORTGAGOR thereof in writing that it dispenses with any one or more of the following requirements, MORTGAGOR shall: (a) promptly upon MORTGAGOR'S receipt or learning thereof, inform MORTGAGEE, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases; (b) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (C) promptly upon MORTGAGOR'S receipt or learning thereof, furnish to and inform MORTGAGEE of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Upon the occurrence of an Event of Default under this Mortgage:

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(A) Immediately upon demand by MORTGAGEE, MORTGAGOR shall deliver to MORTGAGEE the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to MORTGAGEE, which endorsement and/or assignment shall be in form and substance acceptable to MORTGAGEE.

(B) MORTGAGEE, then or at any time or times thereafter, at its sole election, without notice thereof to MORTGAGOR, may notify any or all of the obligors of the Leases that the Leases have been assigned to MORTGAGEE and MORTGAGEE (in its name, in the name of MORTGAGOR or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to MORTGAGEE.

(C) MORTGAGOR, immediately upon demand by MORTGAGEE, irrevocably, shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to MORTGAGEE.

(D) MORTGAGEE shall have the right at any time or times thereafter, at its sole election, without notice thereof to MORTGAGOR, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of MORTGAGOR, MORTGAGEE or in both names.

(E) MORTGAGOR, irrevocably hereby designates, makes, constitutes and appoints MORTGAGEE (and all Persons designated by MORTGAGEE) as MORTGAGOR'S true and lawful attorney and agent-in-fact, with power, without notice to MORTGAGOR and at such time or times thereafter as MORTGAGEE, at its sole election, may determine, in the name of MORTGAGOR, MORTGAGEE, or in both names: (i) to demand payment of the Rents and performance of the Leases; (ii) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) to exercise any or all of MORTGAGOR'S rights, interests and remedies in and under the Leases and to collect the Rents; (iv) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (v) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) to take control, in any manner, of the Rents; (vii) to prepare, file and sign MORTGAGOR'S name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against any obligor of the Leases; (viii) to endorse the name of MORTGAGOR upon any payments or proceeds of the Rents and to deposit the same to the account of MORTGAGEE; and (ix) to do all acts and things necessary, in MORTGAGEE'S sole discretion, to carry out any or all of the foregoing.

(F) All of the foregoing payments and proceeds received by MORTGAGEE shall be utilized by MORTGAGEE, at its sole election and in its sole discretion, for any one or more of the following purposes: (i) to be held by MORTGAGEE as additional collateral for the payment of MORTGAGOR'S Liabilities; (ii) to be applied to MORTGAGOR'S Liabilities, in such manner and fashion and to such portions thereof as MORTGAGEE, at its sole election,

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shall determine: (iii) to be applied to such obligations of MORTGAGOR or the Mortgaged Property or the operation or business thereof as MORTGAGEE, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (iv) to be remitted to MORTGAGOR.

6. DEFAULT

6.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(A) If MORTGAGOR fails or neglects to perform, keep or observe any of MORTGAGOR'S Obligations, or any other term, provision, condition, covenant, warranty or representation contained in this Mortgage, in the Promissory Notes or in the Other Agreements, which is required to be performed, kept or observed by MORTGAGOR, provided however, that MORTGAGOR shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same and a default shall not be deemed to exist during said thirty (30) day period unless the continued operation or safety of the Premises, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any other of the Loan Documents, or the value of the Premises is impaired, threatened or jeopardized; provided further, that said period may be extended for an additional time as deemed reasonable by the MORTGAGEE, subject to the foregoing;

(B) If any material statement, report or certificate made or delivered by MORTGAGOR, or any of its officers, employees or agents, MORTGAGEE is not true and correct in all material respects;

(C) If MORTGAGOR fails to pay MORTGAGOR'S Liabilities within five (5) days of when same is due, when due and payable or declared due and payable;

(D) If the Mortgaged Property or any other of MORTGAGOR'S assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditor, and the same is not terminated or dismissed within twenty (20) days thereafter;

(E) If a petition under any section or chapter of the Bankruptcy Reform Act of 1978 or any similar law or regulation shall be filed by MORTGAGOR or if MORTGAGOR shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by MORTGAGOR for its dissolution or liquidation;

(F) If MORTGAGOR is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or if a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or any similar law or regulation is filed against MORTGAGOR or if any case or proceeding is filed against

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MORTGAGOR for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within thirty (30) days after the entry or filing thereof;

(G) If an application is made by MORTGAGOR for the appointment of a receiver, trustee or custodian for the Mortgaged Property or any other of MORTGAGOR'S assets:

(H) If an application is made by any Person other than MORTGAGOR for the appointment of a receiver, trustee, or custodian for the Mortgaged Property or any other of MORTGAGOR'S assets and the same is not dismissed within thirty (30) days after the application therefor:

(I) If a notice of lien, levy or assessment is filed of record with respect to all or any of MORTGAGOR'S assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including, without limitation, the Pension Benefit Guaranty Corporation or if any Charges owing at any time or times hereafter to any one of them becomes an Encumbrance upon the Mortgaged Property or any other of MORTGAGOR'S assets and the same is not released or contested in such manner as to stay the enforcement thereof, within thirty (30) days after the same becomes an Encumbrance;

(J) The occurrence of a default or an Event of Default under any of the Other Agreements, if such default is not cured within the time, if any, specified therefor in such agreement, instrument or document; including, without limitation, a default under the Promissory Notes, provided however, that MORTGAGOR shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same and a default shall not be deemed to exist during said thirty (30) day period, unless the continued operation or safety of the Premises, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any other of the Loan Documents, or the value of the Premises is impaired, threatened or jeopardized; provided further, that said period may be extended for an additional time as deemed reasonable by the MORTGAGEE, subject to the foregoing; or

(K) The occurrence of an Event of Default under either a Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust, ("the Assignment of Beneficial Interest"), the Individual Guaranty of the GUARANTORS, the ("Guaranty") or the Promissory Notes if such default is not cured within the time, if any, specified therefor in such agreement, all of which shall be dated contemporaneously herewith, and between either any GUARANTORS and/or MORTGAGOR; and/or MORTGAGEE, provided however, that MORTGAGOR shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same and a default shall not be deemed to exist during said thirty (30) day period, unless the continued operation or safety of the Premises, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any other of the Loan Documents, or the value of the Premises is impaired, threatened or jeopardized; provided further that said period may be extended for an additional time as deemed reasonable by the MORTGAGEE, subject to the foregoing;

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(L) The MORTGAGOR shall not without the prior written consent of the MORTGAGEE sell, transfer, convey, encumber or assign the title to all or any portion of the premises, or the rents, issues or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an "Ownership Transfer"). The MORTGAGOR acknowledges and agrees that ownership of the beneficial interest in the trust of which the MORTGAGOR is trustee by, and the power of direction thereunder is vested in the GUARANTORS and for as long as the indebtedness secured hereby remains unpaid shall remain in the name of the GUARANTORS, which beneficial interest has been a material consideration to the MORTGAGEE in extending the credit to MORTGAGOR evidenced by the Promissory Notes. Accordingly, MORTGAGOR and by directing MORTGAGOR to execute this Mortgage the GUARANTORS agrees that the GUARANTORS shall not without the prior written consent of the MORTGAGEE, transfer or assign all or any portion of such beneficial interest, or the rents, issues or profits from the Premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, and shall not contract to do any of the foregoing, (any such change, transfer, assignment or agreement to do so also being herein referred to as an "Ownership Transfer");

(M) The MORTGAGOR shall not, without the prior written consent of the MORTGAGEE, further Mortgage, grant a deed of trust, pledge or encumber, whether by operation of law or otherwise, all or any interest in the Mortgaged Property.

6.2 Upon the occurrence of an Event of Default, and after any applicable grace period, if any, specified in the agreement giving rise to the Event of Default, without notice to or demand of MORTGAGOR, all of Mortgagor's Liabilities shall become immediately due and payable, and MORTGAGEE, in its sole discretion and at its sole election, without notice of such election, and without demand, may do any one or more of the following:

(A) Collect Mortgagor's Liabilities at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such default, at the rate provided in Paragraph 3.4 hereof)

(B) Enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as MORTGAGOR might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by MORTGAGEE and the leasing of the same, or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of MORTGAGEE, such entry and taking of possession shall be accomplished either by actual entry

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and possession or by written notice at the address of MORTGAGOR last appearing on the records of MORTGAGEE. MORTGAGER agrees to surrender possession of the Mortgaged Property to MORTGAGEE immediately upon the occurrence of an Event of Default. If MORTGAGOR shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such default, such possession shall be as a tenant at sufferance of MORTGAGEE, and MORTGAGOR agrees to pay to MORTGAGEE, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by MORTGAGOR, to be applied as provided above in the first sentence of this subparagraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, MORTGAGOR may be dispossessed by the usual summary proceedings. In the event MORTGAGOR shall so remain in possession of all, or any part of, the Mortgaged Property, said reasonable monthly rental shall be in amounts established by MORTGAGEE in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

(C) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's Liabilities. In the event of the commencement of any such suit by MORTGAGEE, MORTGAGEE shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of MORTGAGOR at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption as well as during any further times when MORTGAGOR, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.

(D) In the event of the commencement of any suit by MORTGAGEE to foreclose this Mortgage, MORTGAGEE may apply to the court in which such proceedings are pending for entry of an order placing MORTGAGEE in possession of the Mortgaged Property. In the event an order is entered placing MORTGAGEE in possession of the Mortgaged Property, MORTGAGEE may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove from any Persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property, including, without limitation, make all repairs and replacements deemed necessary by MORTGAGEE and lease the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged property, apply the remaining net

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income if any, to Mortgagor's Liabilities or upon any deficiency decree entered in such foreclosure proceedings. At the option of MORTGAGEE, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing MORTGAGEE in possession served personally upon or sent by registered mail to MORTGAGOR at the address of MORTGAGOR last appearing on the records of MORTGAGEE. If MORTGAGOR shall remain in physical possession of the Mortgaged Property after entry of an order placing MORTGAGEE in possession, MORTGAGOR'S possession shall be as a tenant at sufferance of MORTGAGEE, and MORTGAGOR agrees to pay to MORTGAGEE, or to any other Person authorized by MORTGAGEE, after entry of such order, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by MORTGAGOR, to be applied as provided above in the first sentence of Subparagraph (B) and to be paid in advance on the first day of each calendar month, and, in default of so doing, MORTGAGOR may be dispossessed by the usual summary proceedings. In the event MORTGAGOR shall so remain in possession of all or of any part of the Mortgaged Property, said reasonable monthly rental shall be in amounts established by MORTGAGEE in its sole discretion.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage the Notes or the Promissory Notes) the following: all of the costs and expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs, charges, expenses and reasonable attorneys' fees specified in Paragraph 6.4 below, receivers' fees; any and all expenditures which may be paid or incurred by or on behalf of MORTGAGEE for appraisers; fees, documentary and expert evidence, stenographers; charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and similar data and assurances with respect to the title to the Mortgaged Property; all prepayment or like premiums, if any, provided for in the Promissory Notes or Other Agreements; and all other fees, costs and expenses which MORTGAGEE deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or liked premiums, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.4 hereof from the date of MORTGAGEE'S payment thereof until repaid to MORTGAGEE.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if MORTGAGEE shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Promissory Notes, the Other Agreements or Mortgagor's Liabilities, or if MORTGAGEE shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Promissory Notes, the Other Agreements or Mortgagor's Liabilities, and whether in court

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proceedings or otherwise, such expenses and all of MORTGAGEE'S reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate specified in Paragraph 3.4 hereof from the date of MORTGAGEE'S payment thereof until repaid to MORTGAGEE.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses describe in Paragraph 6.3 and 6.4 above, second, to the balance of Mortgagor's Liabilities, and third, the surplus, if any, to MORTGAGOR.

6.6 IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDINGS TO FORECLOSE THIS MORTGAGE, MORTGAGOR, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE: (A) DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND (TO THE EXTENT PERMITTED BY LAW) REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE; AND (B) DOES HEREBY AGREE THAT WHEN SALE IS HAD UNDER ANY DECREE OF FORECLOSURE OF THIS MORTGAGE, UPON CONFIRMATION OF SUCH SALE, THE MASTER IN CHANCERY OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO ANY PURCHASER AT ANY SALE A DEED CONVEYING THE MORTGAGED PROPERTY, SHOWING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OF DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.

6.7 MORTGAGEE shall have the right from time to time to sue for any sums, whether interest, principal or other sums required to be paid by or for the account of MORTGAGOR under the terms of this Mortgage, the Promissory Notes, as the same become due under the Promissory Notes or this Mortgage, or for any other of Mortgagor's Liabilities which shall become due, and without prejudice to the right of MORTGAGEE thereafter to bring an action of foreclosure, or any other action, for a default or defaults by MORTGAGOR existing at the time such earlier action was commenced.

6.8 No right or remedy of MORTGAGEE hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and MORTGAGEE may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by MORTGAGOR hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by MORTGAGOR of

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the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by MORTGAGEE. No terms or conditions contained in this Mortgage, the Promissory Notes may be waived, altered or changed except as evidenced in writing by MORTGAGOR and MORTGAGEE.

6.9 MORTGAGEE shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Promissory Notes and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by MORTGAGEE for the preparation, execution and/or recording of such release. The Mortgagor's Liabilities may be prepaid at any time, without penalty, premium or cost.

6.10 Upon occurrence of an Event of Default and acceleration of the maturity of Mortgagor's Liabilities as provided herein, a tender of payment thereof by MORTGAGOR, or any other Person, or a payment thereof received upon or on account of a foreclosure of this Mortgage or MORTGAGEE'S exercise of any of its other rights or remedies under this Mortgage, the Promissory Notes, the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by MORTGAGOR of Mortgagor's Liabilities and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any, contained in the Promissory Notes or the Other Documents.

6.11 (A) Any agreements between MORTGAGOR and MORTGAGEE are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loans secured hereby or otherwise, shall the amount paid or agreed to be paid by MORTGAGEE for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful contract rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.

(B) If failure of any provision herein, in the Promissory Notes or in the Other Agreements, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful contract rate. If by any circumstance MORTGAGEE shall ever receive as interest an amount which would exceed such highest lawful contract rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest.

(C) The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Promissory Notes or in the Other Agreements.

6.12 Any failure of MORTGAGEE to insist upon the strict performance by

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MORTGAGOR of any of the terms and provisions of this Mortgage, the Other Agreements, or the Promissory Notes shall not be deemed to be a waiver of any of the terms and provisions thereof, and MORTGAGEE, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by MORTGAGOR of any and all of the terms and provisions thereof to be performed by MORTGAGOR. Neither MORTGAGOR, nor any other Person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of MORTGAGEE to comply with any request of MORTGAGOR, or of any other Person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Other Agreements, the Promissory Notes, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and MORTGAGEE extending the time of payment of Mortgagor's Liabilities or modifying the terms of the Promissory Notes or the Other Agreements of this Mortgage without first having obtained the consent of MORTGAGOR or such other Person, and, in the latter event, MORTGAGOR, and all such other Persons, shall continue liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by MORTGAGEE. MORTGAGEE, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. MORTGAGEE may resort for the payment of Mortgagor's Liabilities to any other security therefor held by MORTGAGEE in such order and manner as MORTGAGEE may elect.

7. MISCELLANEOUS

7.1 Every provision for notice, demand or request required in this Mortgage, the Promissory Notes or the Other Agreements or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon), or mailed to, as hereinafter provided, the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. For the purposes herein, notices shall be sent to MORTGAGOR and MORTGAGEE as follows:

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To MORTGAGEE: TIMOTHY J. KEOUGH as Trustee of the
 TIMOTHY J. KEOUGH TRUST
 Dated July 9, 1993 and
 MARY M. KEOUGH as Trustee of the
 MARY M. KEOUGH TRUST
 Dated July 9, 1993
 1315 Green Trails Road
 Naperville, IL 60540

With a copy to: Thomas M. Blanchfield, Esq.
 Thomas M. Blanchfield & Associates
 10125 S. Roberts Road, Suite 201
 Palos Hills, IL 60465

To MORTGAGOR: AMERICAN NATIONAL BANK AND TRUST COMPANY
 As Successor Trustee to NBD BANK, not personally
 but as Trustee under Trust Agreement dated June 30, 1993
 and known as Trust No. 3051-EG.
 Land Trust Dept.
 126 S. La Salle St., LL
 Chicago, IL 60603

With a copy to: John M. Sheahn, Esq.
 529 W. Roosevelt Road
 Wheaton, IL 60187

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of MORTGAGOR and MORTGAGEE.

7.4 This Mortgage was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

7.5 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

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7.6 To the extent that any of Mortgagor's Liabilities represent funds utilized to satisfy any outstanding indebtedness or obligations secured by liens, rights or claims against the Mortgaged Property or any part thereof, MORTGAGEE shall be subrogated to any and all liens, rights, superior titles and equities owned or claimed by the holder of any such outstanding indebtedness or obligation so satisfied, however remote, regardless of whether said liens, rights, superior titles and equities are by the holder (s) thereof assigned to MORTGAGEE or released.

7.7 This Mortgage is executed by the MORTGAGOR, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed to by the MORTGAGEE and by every person now or hereinafter claiming any right or security hereunder that nothing contained herein or in the Promissory Notes shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the obligations under the Promissory Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other party, including without limitation the GUARANTORS, under the Promissory Notes or this Mortgage or under any Guaranty given in connection with the Promissory Notes of this Mortgage.

7.8 The GUARANTORS and MORTGAGOR hereby waive trial by jury in any action, proceeding or claim brought by any party to this Mortgage against the other or in respect of any matter whatsoever arising out of or in any way connected with this Mortgage. Furthermore, the GUARANTORS and MORTGAGOR hereby consent to the jurisdiction of the Circuit Court of Cook County, or in the alternative, the U.S. District Court for the Northern District of Illinois, the Eastern Division in the event that any claim may be brought relative to this Mortgage.

7.9 In the event of a release of this Mortgage, the MORTGAGEE shall have the right to charge the MORTGAGOR a reasonable fee for preparing any release of this Mortgage, or any of the other documents pertaining to the Mortgagor's Obligations.

This MORTGAGE is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY as Successor Trustee to NBD BANK, not individually but as Trustee. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY are undertaken by it as Trustee and not individually, and no personal or individual liability shall be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied hereto contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that AMERICAN NATIONAL BANK AND TRUST COMPANY shall have no liability, contingent or otherwise, arising out of, or in any way related

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to (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or governmental order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses. In the event of any conflict between the provisions of the exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

AMERICAN NATIONAL BANK AND TRUST COMPANY as
Successor Trustee of NBD BANK, not personally but solely
as Trustee under Trust Agreement dated June 30, 1993, and
known as Trust No. 3051-EGZ

By: _____

Its _____

ATTEST.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

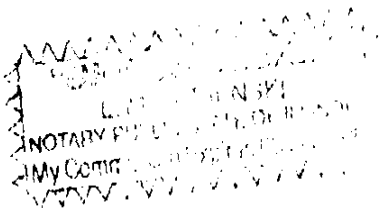
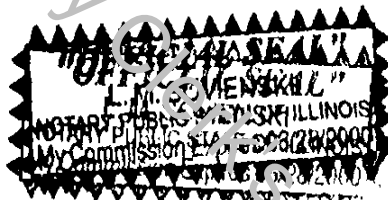
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the above named MARK DEGRAZIA of AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally but as Successor Trustee under Trust Agreement dated June 30, 1993, and known as Trust No. 3051-EG, not personally but as Trustee aforesaid (the "Bank") and _____ of said bank, who are and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER

and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 3051-EG for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he is custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under Trust No. 3051-EG, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this AUG 31 1998 day of _____, 1998.

Notary Public

My Commission expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN PALMISANO'S RESUBDIVISION, BEING A RESUBDIVISION OF LOT 368 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 224, BEING A RESUBDIVISION OF LOT 340 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 203, BEING A SUBDIVISION IN THE NORTH ½ OF SECTION 34 AND THE SOUTH ½ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1978 AS DOCUMENT 24516569, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 Tonne Road and 601-625 Chase Avenue
Elk Grove Village, IL 60007

P.I.N.: 08-27-303 070

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EXHIBIT "B"

LIST OF PERMITTED ENCUMBRANCES

See Schedule B exceptions set forth in Chicago Title
Title Commitment No. 1410-07755593
dated August 5, 1998

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