

**TCF NATIONAL
BANK ILLINOIS

COMMERCIAL BUSINESS
JUNIOR MORTGAGE**

(The Above Space For Recorder's Use Only)

7697438 (1)

This Junior Mortgage ("Mortgage") is dated as of December 12th, 1997, and is between **MUKHTAR A. PATKA** and **ABDUL R. YAQUB** (collectively the "Mortgagor"), and **TCF NATIONAL BANK ILLINOIS**, a national banking association f/k/a TCF Bank Illinois f/b ("Mortgagee"), located at 6353 West 55th Street, Chicago, Illinois 60638.

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W I T N E S S E T H :

WHEREAS, on March 27, 1995, each of the Mortgagors executed a guaranty ("Guaranty") guaranteeing payment of all Liabilities (as defined in each respective Guaranty) of Falcon Impex Inc., an Illinois corporation, (herein called "Debtor"), including the indebtedness, obligations and liabilities of Debtor to Mortgagee under a Revolving Note dated as of March 27, 1995 executed by Debtor and made payable to Mortgagee in the original principal amount of \$1,300,000.00 ("Note"). The lien of this Mortgage secures payment and performance of the Liabilities (defined below) including without limitation, any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

To secure payment of the indebtedness evidenced by each of the Mortgagor's Guaranty and the Liabilities, including any and all renewals, extensions, modifications and amendments of the Note, Mortgagor does by these presents, jointly and severally, CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus,

BOX 333-CTI

machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled), and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interest in household good are specifically excluded from the lien of this Mortgage.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default hereunder shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage and the senior mortgage in favor of Cole Taylor Bank, dated June 17, 1993 and recorded June 28, 1993 as Document No. 93492294 securing an indebtedness of \$510,000.00, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all federal, state and local laws and ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if necessary), to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the aggregate principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a standard mortgage clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less

than ten (10) days prior to the respective dates of expiration. Each insurance policy shall not be cancelable by the insurance company without at least thirty (30) days prior written notice to Mortgagee.

6. Upon the request of Mortgagee, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee on a monthly basis as determined by Mortgagee, until the indebtedness secured by this Mortgage is fully paid, a sum equal to the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises divided by the number of annual interest payments due hereunder. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this Paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Upon the request of Mortgagee, Mortgagor shall deposit with Mortgagee an amount based upon the amount of the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first installment tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special). Any excess shall be applied to subsequent deposits for taxes and assessments.

7. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 6 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, in such payments as are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

8. Mortgagee may, but shall not be obligated to, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but shall not be obligated to, make full or partial payments of principal or interest on any encumbrances, liens or security interests

affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if applicable), and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the highest interest rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor.

9. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the tax, assessment, insurance premium, bond, lien, security interest, or encumbrance.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease or other disposition of the Premises, mortgage, trust deed, grant by Mortgagor of any security interest or encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. Mortgagor represents and warrants the following:

(a) the Premises and any other Real Property of Mortgagor and the operations conducted thereon do not violate any applicable federal, state or local law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise), including without limitation all applicable zoning ordinances and building codes, flood disaster laws and Environmental Laws (defined below);

(b) without limitation of subparagraph 11(a) above, the Premises and any other Real Property of Mortgagor and the operations conducted thereon by Mortgagor or any current or prior owner or operator of the Premises and any other such Real Property or operation, are not and were not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or

proceeding by any governmental authority or to any remedial obligations under any Environmental Laws;

(c) Mortgagor has taken all steps necessary to determine that no hazardous substances, hazardous facilities, pollutants or contaminants are located in or on the Premises or in or on any other Real Property of Mortgagor;

(d) the use which Mortgagor makes or intends to make of the Premises and any other Real Property of Mortgagor will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste on or to the Premises and any other Real Property of Mortgagor.

The terms "hazardous substance", "release" and "threatened release" have the meanings specified in CERCLA (defined below), and the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA (defined below); provided, however, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meanings shall apply subsequent to the effective date of such amendment, and provided further that, to the extent the laws of any state in which the Premises and any other Real Property of Mortgagor is located establish a meaning for "hazardous substance", "release", "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply with regard to the Premises and any other Real Property of Mortgagor located in such state. The terms "hazardous facilities", "pollutants" or "contaminants" shall have the meanings specified in any applicable local, state or federal statute, ordinance, code or regulation. The term "Real Property" shall include real property the title to which is held by a land trust in which land trust Mortgagor has a beneficial interest therein.

12. Mortgagor shall not permit the presence of any hazardous substances, hazardous facilities, pollutants or contaminants, including asbestos on the Premises. If Mortgagee determines at any time that asbestos exists on or in the Premises and may present a health hazard, or if removal of any hazardous substance from the Premises is or may be required by applicable governmental or regulatory authorities or pursuant to applicable laws or regulations, Mortgagee may, in its sole discretion, require the removal or containment of such asbestos or any other hazardous substances at Mortgagor's sole expense.

13. In Mortgagee's sole discretion, Mortgagee, or any person designated by Mortgagee, shall have the right but not the duty or obligation, from time to time hereafter, to inspect Mortgagor's Premises during reasonable business hours, without hindrance or delay, to verify such matters concerning the Premises as Mortgagee may consider reasonable under the circumstances.

14. Mortgagor shall indemnify and hold harmless Mortgagee, its participants, affiliates, parent and/or holding company, if any, and Mortgagee's officers, directors, shareholders, employees, agents, attorneys, or any of them from any and all loss, damage, claims or causes of action of every kind or nature together with all reasonable attorneys' fees, paralegals' fees and other costs and expenses incurred by Mortgagee arising out of or connected with any of the following: (a) any notice that the Premises has contributed to, caused or become an environmental risk, hazard or pollutant or the suggestion that any hazardous substance, solid waste, hazardous facilities, pollutants, contaminants or petroleum derivatives or the release, threatened release or disposal of any hazardous substance, solid waste, hazardous facilities, pollutants, contaminants, or petroleum derivatives exists on the Premises or any other property owned by Mortgagor; (b) any failure to comply with or violation or threatened violation of any applicable Environmental Laws; (c) failure to comply with or violation of the Illinois Responsible Property Transfer Act; or (d) any failure to comply with any environmental representation or warranty contained herein or the making of any false environmental representation or warranty contained herein. Any such amounts shall be due and payable to Mortgagee from Mortgagor on demand and shall include all costs and expenses of Mortgagee, including reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if necessary), incurred in the enforcement of this indemnity, including without limitation, any appeals, post-judgment remedies or any matters relating to the bankruptcy or reorganization of Mortgagor, Debtor or any guarantor of the Note. Until such amounts are paid to Mortgagee by Mortgagor, those amounts shall become additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the highest interest rate set forth in any of the Note. The provisions of this Paragraph shall be in addition to any and all other obligations and Liabilities Guarantor may have to Mortgagee under the Guaranty, this Mortgage or the Note, and in common law, and shall survive (i) the repayment of all Liabilities; (ii) the satisfaction of all of the other obligations of Mortgagor contained in this Mortgage and under any document or agreement delivered to Mortgagee in connection with the Liabilities; (iii) the discharge of this Mortgage; and (iv) the foreclosure of this Mortgage, the sale of the Premises whether purchased by Mortgagee or otherwise or acceptance of a deed in lieu of foreclosure.

15. As used herein, Environmental Laws means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any federal or state governmental authority or courts pertaining to health or the environment in effect at any time in any and all jurisdictions in which the Mortgagor is or at any time may be doing business, or where the Premises and any other Real Property of Mortgagor are located, including without limitation, the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Comprehensive, Environmental, Response, Compensation, and Liability Act of

1980, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Federal Water Pollution Control Act Amendments, 33 U.S.C. Section 1251 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300(f) et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Illinois Environmental Protection Act, as amended, 70 ILCS 905/0.01 et seq. (1992); and the Illinois Responsible Property Transfer Act, as amended, 765 ILCS 90/1, et. seq. (1992).

16. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor, Guarantor and Debtor to Mortgagee for payment of any and all amounts due under the Guaranty, the Note, this Mortgage, and for any other liabilities, indebtedness or obligations of every kind and nature of Mortgagor, Guarantor or Debtor to Mortgagee, whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, through discount, overdraft, purchase, direct loan, by operation of law or otherwise including all extensions renewals modifications and amendments of or to any of the foregoing, together with reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if applicable), relating to Mortgagee's rights, remedies and security interests hereunder, including without limitation, any appeals, post-judgment remedies and any matters relating to the bankruptcy or reorganization of Mortgagor or Debtor, and advising Mortgagee or drafting any documents for Mortgagee at any time in connection with the Liabilities. Liabilities includes all of the liabilities, obligations and indebtedness of any partnership owing to Mortgagee created or arising by the partnership while Mortgagor or Debtor may have been or may be a member of such partnership. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure outstanding Liabilities in excess of 200% of the original stated aggregate principal amount of the Note.

17. Upon and after Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee, including reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if applicable) incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises, including without limitation, any appeals, post-judgment remedies and any matters relating to the bankruptcy or reorganization of Mortgagor or Debtor. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "Default" in the Guaranty, including but not limited to the failure of Mortgagor, Guarantor or Debtor to pay the Liabilities in accordance with

their respective terms or failure of Mortgagor, Guarantor or Debtor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Guaranty or the Note. A default under any of the Guaranty or the Note shall be a Default under this Mortgage.

18. When the Liabilities secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' and paralegals' fees and costs (including the cost to Mortgagee of using internal counsel, if applicable), appraisers', brokers' and auctioneers' fees and costs, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this Paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the highest interest rate set forth in the Note. This Paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note, the Guaranty, or any other documents or agreements executed by Debtor, Guarantor or Mortgagor in favor of Mortgagee, after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

19. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect

the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a forfeiture sale and deficiency.

20. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Guaranty, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

21. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Guaranty or the Note.

22. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

23. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay or course of conduct by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

24. Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of all Liabilities.

25. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor and their respective heirs, estates, legal representatives, successors and assigns. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Guaranty or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

26. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois, and shall be construed in accordance with the internal laws of the State of Illinois, excluding conflicts of law rules. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

27. MORTGAGOR HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY.

28. This Mortgage and any documents executed and delivered to Mortgagee pursuant hereto constitute the entire agreement between the parties and may be amended only by a writing signed by an authorized individual on behalf of each party.

29. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is

concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

WITNESS the hand and seal of Mortgagor as of the day and year set forth above.

Address:

502 Midwest Club
Oakbrook, Illinois 60521

Mukhtar A. Patka
Mukhtar A. Patka

1606 Midwest Club
Oakbrook, Illinois 60521

Abdul R. Yaqub
Abdul R. Yaqub

MAIL TO:
TCF NATIONAL BANK ILLINOIS
6353 W. 55TH ST.
CHICAGO, IL. 60638

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and state, do hereby certify that **MUKTAR A. PATKA**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 1997.

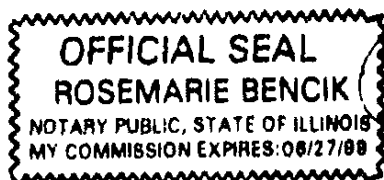


Rosemarie Bencik
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and state, do hereby certify that **ABDUL R. YAQUB**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of December, 1997.



Rosemarie Bencik
Notary Public

Legal Description

PARCEL A:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE MARIE RAILROAD AND A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE SOUTHEASTERLY ALONG SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 358.01 FEET TO A LINE WHICH IS 869.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 520.23 FEET MORE OR LESS TO A POINT IN A LINE WHICH IS 495.41 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 259 FEET TO A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE WEST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 719.85 FEET; THENCE NORTHWESTERLY A DISTANCE OF 95.27 FEET TO THE EAST LINE OF WEST STREET, SAID LINE BEING 30 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE SOUTH ALONG SAID EAST LINE OF WEST STREET, A DISTANCE OF 10 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 50.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

EASEMENT FOR THE BENEFIT OF PARCEL 'A' AS CREATED BY GRANT FROM CONSOLIDATED FOODS CORPORATION, A CORPORATION OF MARYLAND TO JANET ELSTNER DATED JULY 15, 1963 AND RECORDED AUGUST 5, 1963 AS DOCUMENT NO. 18873007 AND BY DEED FROM JANET ELSTNER TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 15, 1963 AND KNOWN AS TRUST NO. 31362 DATED JULY 15, 1963 AND RECORDED AUGUST 5, 1963 AS DOCUMENT NO. 18873609, AND AS AMENDED BY GRANT FROM CONSOLIDATED FOODS COMPANY, A MARYLAND CORPORATION TO LASALLE NATIONAL BANK, AS TRUSTEE, DATED JANUARY 3, 1964 AND RECORDED JANUARY 27, 1964 AS DOCUMENT NO. 19031348 FOR INGRESS AND EGRESS AND WATER UTILITY, STORM AND SANITARY SEWERS OVER THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 610.34 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 AND 113.08 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4; THENCE EAST ALONG A LINE WHICH IS 610.34 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 A DISTANCE OF 126.81 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 40 FEET; THENCE WESTERLY ON A CURVED LINE TANGENT TO LAST DESCRIBED LINE CONVEX TO SOUTH AND HAVING A RADIUS OF 524.7 FEET A DISTANCE OF 146.05 FEET TO THE EAST LINE OF WEST STREET; THENCE SOUTH ALONG EAST LINE OF WEST STREET A DISTANCE OF 36.35 FEET; THENCE SOUTH EASTERLY 95.27 FEET TO THE POINT BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 12-34-208-010

Address: 2101 West Street, River Grove, Illinois 60171