

This document prepared by and after recording mail to:



99810923

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LEASEHOLD MORTGAGE

June THIS LEASEHOLD MORTGAGE (this "Mortgage") is, made as of this 25th day of June, 1999, by AMERICAN ENVIRONMENTAL INTERNATIONAL, INC., an Illinois corporation (herein called "First Party") to SUCCESS NATIONAL BANK, a national banking association (herein together with its successors and assigns, including each and every from time to time holder of the Note hereinafter described called "Mortgagee").

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WITNESSETH:

WHEREAS, First Party is the owner and holder of leasehold title in and to all of the leasehold interest in real estate described in Exhibit "A" attached hereto and by this reference made a part hereof which leasehold interest in real estate forms a portion of the Premises hereinafter described;

WHEREAS, First Party (herein sometimes called "Maker") has concurrently herewith, pursuant to a Loan Agreement between Maker and Mortgagee, executed and delivered the Note (herein called the "Note") all bearing even date herewith, payable to the order of Mortgagee in the original principal sum of ONE MILLION TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$1,280,000.00) bearing interest at the rate specified therein; and

WHEREAS, the (i) indebtedness evidenced by the Note, including the principal thereof and interest and premiums, if any thereon, and all extensions or renewals thereof, in whole or in part, (ii) the indebtedness evidenced by the Loan Agreement and all obligations therein, as may be amended, supplemented, extended and renewed from time to, in whole or in part, (iii) any further advances made by holder of the Note to First Party for any purpose set forth herein, or in any document executed in connection therewith, at any time, before the release and cancellation of this Mortgage, and (iv) all other sums which may be at any time due or owing or required to be paid as herein provided, all of which are herein sometimes called the "Indebtedness Hereby Secured",

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provided however, that the Indebtedness Hereby Secured shall not exceed a sum equal to four times the original principal amount of the Note.

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured, and the performance and observance of all the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and of the sum of \$10.00 paid to First Party, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by First Party, First Party DOES HEREBY GRANT, REMISE, MORTGAGE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns forever, the leasehold interest in the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof (herein, together with the property mentioned in the next succeeding paragraphs hereof, called the "Premises");

TOGETHER with all right, title and interest of First Party including any after-acquired title or reversion, in and to the rights of ways, streets, avenues and alleys adjoining the Premises;

TOGETHER with all regular and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license, and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises, and all fixtures and articles of personal property now or hereafter owned by First Party and attached to or contained in and used in connection with the Premises and/or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air conditioning and sprinkler equipment, systems, fixtures and conduits and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the Premises shall, so far as permitted by law, be deemed to be fixtures, a part of the realty and security for the Indebtedness Hereby Secured. Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code) this instrument shall constitute a security agreement, creating a security interest in such goods, as

collateral, in Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 17 hereof;

TOGETHER with all right, title, estate and interest of First Party in and to the Premises, estate, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after event of default in payment, or breach of any covenant herein contained; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee pursuant to the provisions hereof, and First Party, in the event of the occurrence and continuation of an Event of Default hereunder, hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of First Party, or the successors or assigns of First Party, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, all subject to the provisions of Paragraph 10 hereof.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any Event of Default as hereinafter defined, First Party hereby RELEASING and WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if First Party shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by First Party, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

First Party COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness: First Party shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note or the Loan Agreement, and (b) all other Indebtedness Hereby Secured, and First Party shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on First Party's part to be performed or observed as provided herein, in the Loan Agreement and in the Note, and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc.: First Party shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purposes; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, any Indebtedness which may be secured by a lien or charge of the Premises superior to the lien hereof and, upon request, exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete the construction of any improvements within a reasonable time, now or at any time in the process of repair or erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof, including, without limitation, the accessibility requirements of the Americans With Disabilities Act of 1990 and the rules and regulations promulgated thereunder, if applicable; (f) make or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon the Premises, and (j) comply with all requirements imposed on First Party under that certain Ground Lease and Easement Agreement dated _____, 1998 between Amitron Corporation ("Amitron"), as lessor, and First Party, as lessee, relating to the Premises, and the Energy Service Output Agreement dated _____, 1998 between First Party as Contractor and Amitron as Owner.

3. Other Liens: First Party shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien, charge or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes: First Party shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against First Party, if applicable to the Premises or any obligation or agreement secured hereby, and First Party shall, upon written request furnish to Mortgagee duplicate receipts therefor. First Party shall pay in full under protest in the manner provided by statute, any Taxes which First Party may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, First Party shall deposit with Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes notwithstanding such contest, if in the opinion of Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed, and if First Party shall not pay the same when required so to do, Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by First Party, or changing in any way the laws relating to the taxation of mortgages or debts secured by

mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to adversely affect this Mortgage or Indebtedness Hereby Secured or Mortgagee, then, and in any such event and in the further event that such taxes are not paid, First Party, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee therefor on demand, unless such payment or reimbursement by First Party is unlawful in which event the Indebtedness Hereby Secured shall be due and payable within ten (10) days after written demand by Mortgagee to First Party. Nothing in this Paragraph 4 contained shall require First Party to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

5. Insurance Coverage: First Party will insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to the full replacement value of the Premises;

(b) Public liability insurance against bodily injury and property damage with such limits as Mortgagee may require; and

(c) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties.

6. Insurance Policies: All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form, companies and amounts reasonably satisfactory to Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee. First Party will deliver all policies (or certificates evidencing said policies), including additional and renewal policies to Mortgagee unless such policies are delivered to the holder of the note described in Paragraph 3 hereof and, in case of insurance policies about to expire, First Party will deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. Intentionally Deleted:

8. Proceeds of Insurance: First Party will give Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of

decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust to any claim under such policies without the consent of First Party, or (ii) allow First Party to agree with the insurance company or companies on the amount to be paid upon the loss, and provided that in any case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds, and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing the outstanding balance of the Indebtedness Hereby Secured, then, if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse First Party for the cost of restoring, repairing, replacing or rebuilding the Premises of part thereof, as provided for in Paragraph 9 hereof; and First Party hereby covenants and agrees forthwith to commence and diligently to proceed with such restoring, repairing, replacing or rebuilding; provided, always, that First Party shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph 8, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to First Party for the restoring, repairing, replacing or rebuilding of the Premises, First Party hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

9. Disbursement of Insurance Proceeds. In the event First Party is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other such evidences of cost, payment and performance as Mortgagee may reasonably require and approve, and Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved

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by Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Mortgagee by or on behalf of First Party for that purpose, shall be at least sufficient, in the reasonable judgment of Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding or costs or fees incurred in obtaining such proceeds shall at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to First Party on account of any proceeds of insurance or other funds held in the hands of Mortgagee.

10. Condemnation: First Party hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not, or require First Party to restore or rebuild the Premises, in which event, the proceeds shall be held by Mortgagee and used to reimburse First Party for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, the award shall be used to reimburse First Party for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If First Party is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, First Party shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration or costs or fees incurred in obtaining such award shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to First Party on account of any award held by Mortgagee.

11. Tax Stamp: If, by the laws of the United States of America, or of any state or municipality having jurisdiction over First Party or the Premises, any tax becomes due in respect of the issuance of the Note or this mortgage, First Party shall pay such tax in the manner required by law.

12. Prepayment Privilege: First Party shall have the privilege of making payments on

the principal of the Note in accordance with the terms of the Note.

13. Effect of Extension of Time and Amendments of Junior Liens and Other: If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien, upon the Premises or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignments herein referred to, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior liens.

14. Mortgagee's Performance of First Party's Obligations: In case of an Event of Default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may but shall not be required to, make any payment or perform any act herein required of First Party (whether or not First Party is personally liable therefor) in any form and manner deemed expedient to Mortgagee, and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of First Party. Mortgagee in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; and (c) in connection with the completion of construction, furnishing or equipping of the improvements of the Premises or the

rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

15. Inspection of Premises and Records: Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

16. Financial Statements: First Party covenants and agrees while any Indebtedness Hereby Secured is outstanding to furnish to the holder of the Note the financial statements, information and copies of tax returns and information, all as set forth in greater detail in the Loan Agreement.

17. Uniform Commercial Code: This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate owned by First Party or any beneficiary thereof (all for the purposes of this Paragraph 17 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises, and the following provisions of this paragraph 17 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) First Party (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The Collateral is to be used by First Party solely for business purposes, being installed upon the Premises for First Party's own use or as the equipment and furnishings furnished by First Party, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises and will not be removed therefrom other than in the ordinary course of business without the consent of Mortgagee (being the Secured Party as that term is used in the Code) or any other person and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the collateral are First Party and its beneficiaries, Mortgagee, permitted tenants and users thereof.

(e) No Financing Statement covering any of the Collateral or any

proceeds thereof is on file in any public office except pursuant hereto; and First Party will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances and First Party will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon an Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 17 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as First Party can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to First Party's right of redemption in satisfaction of First Party's obligations, as provided in the Code. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. Mortgagee may require First Party to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give First Party at least five (5) business days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of First Party shown in Paragraph 38 of this Mortgage at least five (5) business days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of the type that is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for

the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. Mortgagee will account to First Party for any surplus realized on such disposition.

(g) The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Premises. The addresses of First Party (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 38 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. First Party is the record owner of the Premises.

18. Restrictions on Transfer: It shall be an Event of Default hereunder if, without the prior written consent of Mortgagee any one, or more of the following shall occur:

(a) If First Party shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If First Party is a Land Trustee, then, if any beneficiary of First Party shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in First Party;

(c) If First Party is a partnership, limited liability company or joint venture, or if any beneficiary of a trustee mortgagor is a partnership, limited liability company or joint venture, then if any general partner, manager, member or joint venturer in such partnership, limited liability company or joint venture shall create, effect or consent to or shall suffer or

permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the partnership interest, limited liability company interest or joint venture interest, as the case may be, of such partner, manager, member or joint venturer; or

(d) If First Party is a corporation or limited liability company, or if any beneficiary of a trustee mortgage is a corporation or limited liability company, then the merger, liquidation or dissolution of such corporation or limited liability company or the sale of all or substantially all of its assets not in the ordinary course of business or share exchange or the sale, assignment, transfer, lien, pledge, security interest or other encumbrance or alienation of the outstanding securities of such corporation or limited liability company,

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Paragraph 18 shall not apply (i) to liens securing the Indebtedness Hereby Secured, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfer of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or limited liability company interests or joint venture interests, as the case may be, in First Party or any beneficiary of a trustee mortgage by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee and (iv) to any sale of capital stock or other securities of the First Party on any publicly recognized securities market, in connection with or subsequent to an initial public offering of the First Party's securities. The provisions of this Paragraph 18 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of stock of, or partnership or joint venture in, First Party or any beneficiary of a trustee mortgage.

19. Events of Default: If one or more of the following events (herein individually called an "Event of Default") shall occur:

(a) If default be made in the due and punctual payment of the Note, or any installment thereof, either principal or interest, as and when the same is due and payable; or

(b) If default be made and shall continue for ten (10) days after notice thereof by Mortgagee to First Party in the making of any payment of monies required to be made hereunder or under any further advance that constitutes part of the Indebtedness Hereby Secured; or

(c) If an Event of Default under the Assignments defined in Paragraph 27 shall occur and be continuing; or

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(d) If an Event of Default pursuant to Paragraph 18 hereof shall occur and be continuing without notice or period of grace of any kind; or

(e) If (and for the purpose of this Paragraph 19(e) only, the term First Party shall mean and include not only First Party but any beneficiary of a trustee, mortgagor, and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein):

(i) First Party shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, or

(ii) First Party shall file an answer admitting insolvency or inability to pay its debts, or

(iii) Within sixty (60) days after the filing against First Party of any involuntary proceeding under the Federal Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or

(iv) First Party shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for First Party for all or the major part of First Party's property or the Premises, in any voluntary proceeding, or any court shall have taken jurisdiction of all or the major part of First Party's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of First Party, and such trustee or receiver shall not be discharged or such jurisdiction, relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or

(v) First Party shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises, or

(vi) First Party's property or the Premises shall be levied upon by execution or other legal process, or

(vii) First Party shall merge, liquidate or dissolve or sell all or substantially all its assets not in the ordinary course of its business.

(f) If default shall continue for twenty (20) days after notice thereof by Mortgagee to First Party in the due and punctual performance or observance of any other

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agreement or condition herein contained; or

- (g) If the Premises shall be abandoned;
- (h) If Mortgagee accelerates the indebtedness evidenced by the Note to the provisions thereof;
- (i) If an Event of Default under the Loan Agreement shall occur and be continuing;
- (j) If an Event of Default shall have occurred and be continuing under the Lease or the In-Plant Agreement;

then, so long as such Event of Default still exists, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by First Party, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, the Assignments or by law or in equity conferred.

20. Possession by Mortgagee: When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

21. Foreclosure: When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the

nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by First Party, with interest thereon at the Default Rate per annum until paid.

22. Receiver/Mortgagee in Possession: Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the Premises or Mortgagee as mortgagee in possession. Such appointment may be made either before or after sale, without regard to solvency or insolvency of First Party at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and Mortgagee hereunder or any holder of the Note or any employee or agent thereof may be appointed as such receiver or mortgagee in possession. Such receiver or mortgagee in possession shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when First Party, except for the intervention of such receiver or mortgagee in possession, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver or mortgagee in possession to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale: The proceeds of any fore-closure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 21 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note or under any further advances as are herein mentioned; Fourth, to the principal remaining unpaid upon the Note; and upon any further advances as are herein mentioned; and lastly, any overplus to First Party, and its successors or assigns, as their rights may appear.

24. Insurance Upon Foreclosure: In case of an insured loss after foreclosure proceedings

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have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to such decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each every successive redeemer may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of a foreclosure sale, Mortgagee is hereby authorized without consent of First Party, to assign any and all insurance policies to the purchaser at the sale, or to take such steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to First Party for prepaid premiums thereon.

25. Waiver: First Party hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. First Party hereby expressly waives any and all rights of any automatic stay or redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of First Party and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by law. First Party will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

In the event that First Party (as defined in 19(e)), is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceeding whether described in Paragraph 19(e) or otherwise, Mortgagee is further authorized and empowered, at its option to the automatic lifting of any automatic stay as to the enforcement of any right, power or remedy provided by this Mortgage, the Note, or the Assignments, including but not limited to, the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended. First Party hereby expressly consents to the immediate lifting of any such automatic stay, and will not contest

any motion by Mortgagee to lift such stay.

26. Hazardous Materials:

(a) **Definitions:** For the purpose of this Mortgage, First Party and Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(i) "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance and presence of which on the Premises is prohibited by any Governmental Requirements; and (f) any other substance which by any Governmental Requirement requires special handling in its collection, storage, treatment or disposal.

(ii) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, ground water, air or other elements on, or of, the Premises by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Mortgage) emanating from the Premises.

(b) First Party's Warranties: First Party hereby represents and warrants that no Hazardous Materials are now located on the Premises and that neither First Party nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Premises or any part thereof. No part of the Premises has ever been used, to the best of First Party's knowledge prior to First Party's becoming the Owner of the Premises, or will be used during First Party's ownership of the Premises as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Premises affected by any Hazardous Materials Contamination. To the best of First Party's knowledge and belief, no property adjoining the Premises has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any other property adjoining the Premises affected by Hazardous Materials Contamination.

(c) First Party's Covenants: First Party agrees to (a) give notice to Mortgagee immediately upon First Party acquiring knowledge of the presence of any Hazardous Materials on the Premises or of any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any Governmental Requirement requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Mortgagee with satisfactory evidence of such compliance; and (c) provide Mortgagee, within thirty (30) days after demand by Mortgagee, with a bond letter of credit or similar financial assurance evidencing to Mortgagee's satisfaction that the necessary funds are available to pay the cost of removing, treating or disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Premises as a result thereof.

(d) Site Assessments: Mortgagee (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which could result in any liability, cost or expense to the owner or occupier of such Premises arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessment may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by First Party which do not impede the performance of the Site Assessment. The Site Reviewers are hereby authorized to enter upon the Premises for such purposes. The Site Reviewers are further authorized to perform both above and below ground testing for environmental damage or the presence of Hazardous Materials on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessment in the reasonable opinion of the Site Reviewers. First Party will supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessment and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessment fully available to First Party, which (prior to an Event of Default) may at its election participate under reasonable procedures in the direction of such Site Assessment and the description of tasks to be performed by the Site Reviewers. First Party upon demand of Mortgagee shall pay the cost of performing such Site Assessment and any such obligations shall constitute additional Indebtedness Hereby Secured by this Mortgage.

(e) Indemnification: Regardless of whether any Site Assessments are conducted hereunder, any Event of Default shall have occurred and be continuing or any remedies in respect of the Premises are exercised by Mortgagee, First Party shall defend, indemnify and hold harmless Mortgagee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future

(whether before or after the release of this Mortgage) be paid, incurred or suffered by or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Materials or Hazardous Materials Contamination or arise out of or result from the environmental condition of the Premises or the applicability of any Governmental Requirement relating to Hazardous Materials (including, without limitation, CERCLA or any so called federal, state or local "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, order or decree), regardless of whether or not caused by or within the control of Mortgagee. The representations, covenants and warranties contained in this Section 26 shall survive the release of this Mortgage.

(f) Mortgagee's Right to Remove Hazardous Materials:

Mortgagee shall have the right, but not the obligation, without in any way limiting Mortgagee's other rights and remedies under this Mortgage, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Premises following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Premises, or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Premises, or other action and/or which, in Mortgagee's sole opinion, could jeopardize Mortgagee's security under this Mortgage. All reasonable costs and expenses paid or incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by First Party upon demand.

27. Assignments: As further security for the Indebtedness Hereby Secured, First Party and certain other parties have concurrently herewith executed and delivered, or may hereafter execute and deliver to Mortgagee, Assignment of Leases and Rents, and other writings (herein collectively called the "Assignments") on the Premises and on other property. All the terms and conditions of the Assignments are hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. First Party agrees that it will duly perform and observe or cause to be performed and observed all obligations accepted by it under the Assignments. Nothing herein contained shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty or liability of First Party under the Assignments and First Party shall and does hereby indemnify and hold Mortgagee harmless from any and all liability, loss or damage which Mortgagee may or might incur by reason of the Assignments. Any and all liability, loss or damage incurred by Mortgagee, together with the costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in the defense of any claims or demand therefor (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and First Party shall reimburse Mortgagee therefor on demand, together with interest at the Default Rate under the Note from the date of demand to the date of payment.

28. Mortgagee in Possession: Nothing herein contained shall be construed as

constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

29. Business Loan: First Party certifies and agrees that the proceeds of the Note secured hereby have been used for the purposes specified in Illinois Compiled Statutes, 815 ILCS 205/4(1)(c) and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section. First Party further certifies and agrees that the Premises are not residential real estate within the definition and purview of Illinois Compiled Statutes, 815 ILCS 205/4(2)(a).

30. Further Assurances: First Party will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by First Party or hereafter acquired.

31. First Party's Successors: In the event that the ownership of Premises becomes vested in a person or persons other than First Party, Mortgagee may, without notice to First Party, deal with such successor or successors in interest of First Party with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with First Party. First Party will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 31 shall vary or negate the provisions of Paragraph 19 hereof.

32. Rights Cumulative: Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns: This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon First Party and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions herein, as fully and to the same extent and with the same effect as if such from time to

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time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.

34. Provisions Severable/Conflict: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

35. Waiver of Defense: No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

36. Time of Essence: Time is of the essence of the Note, this Mortgage, and any other document evidencing or securing the Indebtedness Hereby Secured.

37. Captions and Pronouns: The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way and scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

38. Notices: Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof be certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, and shall constitute service of notice hereunder three (3) business days after the mailing thereof:

(a) If to Mortgagee:

Success National Bank
One Marriott Drive
Lincolnshire, Illinois 60069-3703
Attn: Christa Calabrese, Executive Vice President

With a copy to:

Schwartz & Freeman
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611-4206
Attn: Edward J. Halper, Esq.

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(b) If to First Party:

American Environmental International, Inc.
725 University Drive
Arlington Heights, Illinois 60004

With a copy to:

David L. Canmann
Canmann and Chaiken
200 W. Madison Street, #1950
Chicago, Illinois 60606

provided, however, that the failure to give a copy of such notice shall not adversely affect the validity of enforceability of such notice.

39. Release: Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment of all Indebtedness Hereby Secured.

40. Law Governing; Waiver of Jury Trial. **THIS MORTGAGE, THE LOAN AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS, INCLUDING WITHOUT LIMITATION, THE LEGALITY OF THE INTEREST RATE AND OTHER CHARGES.** If any provision of this Leasehold Mortgage, the Loan Agreement, Note or the other Loan Documents shall be held to be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Leasehold Mortgage.

To induce Mortgagee to accept this Mortgage, the Loan Agreement, the Note, the Loan Documents, and the Other Loan Documents, as defined in the Loan Agreement, First Party irrevocably agrees that, subject to Mortgagee's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS MORTGAGE, THE LOAN AGREEMENT, THE NOTE, THE OTHER LOAN DOCUMENTS OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN COOK COUNTY OR LAKE COUNTY, ILLINOIS. FIRST PARTY HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SUCH COUNTY AND STATE. FIRST PARTY HEREBY WAIVES ANY**

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RIGHT THAT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST FIRST PARTY BY MORTGAGEE IN ACCORDANCE WITH THIS PARAGRAPH.

FIRST PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OR ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT OR ANY OTHER INSTRUMENT DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF FIRST PARTY WITH RESPECT TO THIS FIRST PARTY OR ANY OTHER LOAN DOCUMENT OR ANY OTHER INSTRUMENT DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND FIRST PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF A CONSENT OF FIRST PARTY HERETO TO THE WAIVER OF TITS RIGHT TO TRIAL BY JURY.

THE FIRST PARTY AND MORTGAGEE EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, INCLUDING ANY LOAN DOCUMENTS AS ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS MORTGAGE, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, First Party has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

AMERICAN ENVIRONMENTAL INTERNATIONAL, INC.

By: _____

Its _____

(Title)

ATTEST: _____

Its: _____
(Title)

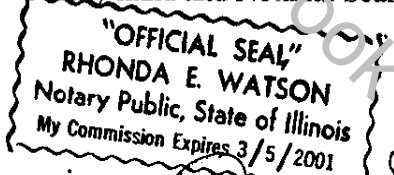
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STATE OF _____)
) SS.
COUNTY OF _____)

I, Rhonda Watson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jacob Dish FANDON of AMERICAN ENVIRONMENTAL INTERNATIONAL, INC., being personally known to me as the President and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of June, 1999.



Notary Public

My commission expires:

3/5/2001

Rhonda E. Watson

Cook County Clerk's Office

EXHIBIT "A"

STREET ADDRESS: 2001 LANDMEIER RD.
CITY: ELK GROVE VILLAGE COUNTY: COOK
TAX NUMBER: 03 26-304-032-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PARKING OF VEHICLES FOR THE BENEFIT PARCEL 1 OVER LOT 169, (EXCEPT THE EAST 10 FEET AND EXCEPT SOUTH 75 FEET OF THE WEST 60 FEET OF LOT 169 IN CENTEX INDUSTRIAL PARK UNIT 13, BEING A SUBDIVISION OF SECTION 26, TOWNSHIP 41 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, CREATED BY MEMORANDUM OF LEASE AND EASEMENT AGREEMENT DATED JUNE 25, 1999 AND RECORDED _____, 1999 AS DOCUMENT NUMBER _____.