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NOT RECORDED

THE COMMERCIAL CODE... THE SECURITY AGREEMENT... THE UNIFORM... 3797185

and payable when they become due... sufficient to pay any such taxes or assessments... the funds so deposited are insufficient to pay any such taxes or assessments...

Any amount which may be deposited... in the judgment of the Mortgagee... shall be held without any cover additional interest... the Mortgagee may, in good faith, in good faith and with reasonable diligence, contact the lender...

Preservation and Reversion of Estates and Compliance with Government: Mortgagee shall (a) promptly pay, restore, or rebuild any building and other improvements... and (b) promptly pay, restore, or rebuild any building and other improvements...

Security Interest in and Use of Tax and Insurance Deposits: Security interest in the event of a default hereunder... shall be held in trust for the benefit of the Mortgagee... and shall not be subject to the claims of any other creditor...

Insurance Costs: The Mortgagee will deposit with the Mortgagee... the amount of the monthly payments... and shall pay the same... and shall pay the same...

Liability and Business Interruption Insurance: Carry and maintain comprehensive liability insurance and customer interruption (or loss of rental) insurance... and shall pay the same... and shall pay the same...

Mortgagee shall be held liable for the amount of any such taxes or assessments... and shall pay the same... and shall pay the same...

any such taxes or assessments... shall be held liable for the amount of any such taxes or assessments... and shall pay the same...

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(m) **Utilities:** All utility services necessary and sufficient for the full use, occupancy and operation of the Premises are available to and provided to the Premises at the time of completion of construction of the Premises.

(n) **Zoning:** The Premises are fully and validly zoned and the zoning laws and ordinances applicable to the Premises and the surrounding area are in full force and effect, and no actions or proceedings are pending or threatened in respect thereof.

(o) **Permits and Approvals:** All permits, certificates, approvals and licenses required for or in connection with the ownership, use and operation of the Premises and the operation of the business of the Premises are in full force and effect and shall remain in full force and effect.

(p) **Existing Leases:** All existing leases affecting the Premises are in full force and effect and all leases containing subordination provisions shall remain in full force and effect and the Lessor or other party to such leases shall execute such amendments as may be necessary to carry out the intent of the existing leases.

(q) **Liens:** There is no lien or claim against the Premises or the equipment or fixtures on the Premises and no other liens or claims against the Premises or the equipment or fixtures on the Premises.

(r) **Taxes:** Mortgagee has filed all federal, state, county, and municipal taxes and taxes and assessments due and payable by it and has paid the same.

(s) **Condition of Premises:** The buildings are in high quality physical condition and are structurally sound and safe and in good operating order, repair and condition.

(t) **Mortgagor Duly Organized:** Mortgagee has been duly organized, organized under the laws of the State of Illinois, and has a valid charter of incorporation.

(u) **Crossing and Interference:** Mortgagee is not bound by any statute, agreement or contract to which Mortgagee is a party and which would materially and adversely affect the performance of the obligations of Mortgagee under the Mortgage Note.

(v) **Default Under Agreement:** Mortgagee is not in default under any agreement or contract to which it is a party and which would materially and adversely affect the performance of the obligations of Mortgagee under the Mortgage Note.

(w) **Legal Statements:** Mortgagee has not made any untrue statement or false disclosure to induce it to issue its Mortgage Note or to execute any other instrument.

(x) **Use of Mortgage Proceeds:** Mortgagee has used the proceeds of the Mortgage Note for the purposes stated in the Mortgage Note and for no other purpose.

(y) **Ownership:** Mortgagee owns the premises and warrants to Mortgagee that the premises are free from all taxes, liens and other encumbrances.

(z) **Representations and Warranties:** Mortgagee warrants to Mortgagee that it has the authority to execute and deliver this Mortgage Note and to incur the obligations contained therein.

(aa) **Insurance:** Mortgagee shall carry and maintain insurance covering the Premises and the equipment and fixtures on the Premises for the full term of the Mortgage Note.

(ab) **Assignment:** Mortgagee shall have the right to assign or otherwise dispose of the Mortgage Note and the rights and obligations thereunder.

(ac) **Waiver of Defenses:** Mortgagee waives all defenses and claims which it might have against Mortgagee in connection with the Mortgage Note.

(ad) **Waiver of Recourse:** Mortgagee waives all recourse and remedies which it might have against Mortgagee in connection with the Mortgage Note.

(ae) **Waiver of Subordination:** Mortgagee agrees to subordinate its interest in the Mortgage Note to the interest of the lender.

(af) **Waiver of Prepayment:** Mortgagee agrees to waive its right to prepay the Mortgage Note.

(ag) **Waiver of Deficiency:** Mortgagee agrees to waive its right to a deficiency judgment in the event of a foreclosure sale.

(ah) **Waiver of Assignment:** Mortgagee agrees to assign the Mortgage Note to the lender.

(ai) **Waiver of Subordination:** Mortgagee agrees to subordinate its interest in the Mortgage Note to the interest of the lender.

(aj) **Waiver of Recourse:** Mortgagee waives all recourse and remedies which it might have against Mortgagee in connection with the Mortgage Note.

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(ao) **Waiver of Recourse:** Mortgagee waives all recourse and remedies which it might have against Mortgagee in connection with the Mortgage Note.

9. STAMP TAX: EFFECT OF CHANGES IN LAW REGARDING TAXATION.

(a) If by the laws of the United States, the laws of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issue of the Mortgage Note, the Mortgagor covenants and agrees to pay such tax in the manner and to the extent required by any such law.

(b) In the event of the enactment, after this date, of any law of the state in which the Premises are located, reducing from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagor the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debt secured by mortgages or the Mortgagor's interest in the Premises, or the manner of collection of taxes, so as to affect this mortgage, the Mortgagor shall be deemed to have agreed to make such payment, and if it is in the manner of such payment or (iii) the making of such payment or (ii) the making of such payment or (i) the making of such payment.

(c) The Mortgagor shall be deemed to have agreed to make such payment, and if it is in the manner of such payment or (iii) the making of such payment or (ii) the making of such payment or (i) the making of such payment.

(d) The Mortgagor shall be deemed to have agreed to make such payment, and if it is in the manner of such payment or (iii) the making of such payment or (ii) the making of such payment or (i) the making of such payment.

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- (n) **Brokerage Commissions and Other Fees.** That Mortgagee is not liable for or responsible for the payment of any brokerage commissions or fees in connection with the loan to be disbursed by Mortgagee hereunder.
- (o) **Hazardous Waste, Etc.** That the premises are free of any asbestos and the premises have not been used for the purpose of storing, disposal or treatment of hazardous substances or hazardous waste and there has been no surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous waste or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and the Environmental Protection Act, 11 Rev. Stat. 1986 (supp. 1987 and 1987) ch. 111-112 par. 1101 et seq., and neither Mortgagee nor any and all previous owners of the real estate have received any notification of any asserted present or past failure to comply with any such environmental protection laws or any rule or regulation adopted pursuant thereto. Mortgagee shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the premises of a failure to comply with any such environmental protection laws and with any rules or regulations adopted pursuant thereto.

13. DEFAULT AND FORECLOSURE

- (A) **Events of Default and Remedies.** The following shall constitute an Event of Default under this Mortgage:
 - (i) **Failure to Provide Insurance.** Any failure to provide the insurance specified in paragraphs 1(C)(i) and 1(C)(ii) hereof.
 - (ii) **Default in Payment of Principal or Interest.** Any default in the payment of principal and/or interest under the Mortgage Note secured hereby which default or failure remains uncured for a period of ten (10) days.
 - (iii) **Default in Performance of Covenants or Conditions.** Any default in the performance or observance of any other term, covenant or condition in the Mortgage, or in any other instrument now or hereafter evidencing or securing said indebtedness which default continues for thirty (30) days.
 - (iv) **Voluntary Bankruptcy Proceedings.** If the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall file a petition in voluntary bankruptcy or under Chapter 7 or Chapter 11 of the Federal Bankruptcy Code or any similar state, state or federal, whether now or hereafter existing, which action is not dismissed within thirty (30) days.
 - (v) **Admission of Insolvency.** If the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall file an answer admitting insolvency or inability to pay their debts or fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days after filing thereof.
 - (vi) **Adjudication of Bankruptcy.** If the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note which appointment is not discharged within thirty (30) days for all or any portion of the Premises or its or their property in any involuntary proceedings.
 - (vii) **Involuntary Proceedings.** Any court shall have taken jurisdiction of all or any portion of the Premises or the property of the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note, in any involuntary proceeding for reorganization, dissolution, liquidation, or winding up of the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within the thirty (30) days after appointment.
 - (viii) **Assignment for Benefit of Creditors.** The Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall make an assignment for the benefit of creditors, or shall file in writing of or their insolvency or shall consent to the appointment of a receiver or trustee or liquidator of all or any portion of the Premises.
 - (ix) **Truth or Fairly of Warranties.** The untruth or falsity of any of the warranties contained herein, or the Collateral Assignment of Lease(s) and Rent(s) given to secure the payment of the Mortgage Note.
 - (x) **Foreclosure of Other Liens.** If the holder of a junior or senior mortgage or other lien on the Premises (without hereby implying Mortgagee's consent to any such junior or senior mortgage or other lien) declares a default or institutes foreclosure or other proceedings or the exercise of its remedies thereunder.
 - (xi) **Damage or Destruction.** If the Premises or any material part thereof is demolished, destroyed or damaged by any cause whatsoever and the loss is not adequately covered by insurance actually collected and Mortgagee fails to deposit with the Mortgagee the deficiency upon written request.
 - (xii) **Abandonment.** If the premises shall be abandoned.
 - (xiii) **Default Under Other Indebtedness.** If the Mortgagor, any beneficiary or the guarantor of the Mortgage Note shall be in default under any other indebtedness, obligation, Loan Documents, commitment letter or any liability as evidenced to the Mortgagee.
 - (xiv) **Material Adverse Change.** If there occurs, in the judgment of the Mortgagee, a material adverse change in the net assets or financial condition of the Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note as reflected on any updated financial statement(s) or as disclosed by an audit required by Mortgagee, compared to such party's net assets or financial condition as reflected on the financial statement(s) submitted to Mortgagee as of the date hereof.
 - (xv) **False Representation.** If any representation or warranty made by Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note or others in, under or pursuant to the Loan Documents shall be false or misleading in any respect or if any inaccuracy shall exist in any of the financial statements, operating information or other information furnished to Mortgagee in connection with the Loan Documents.
 - (xvi) **Failure to Notify Mortgagee of Default or False Representation.** If Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall fail to notify Mortgagee in writing as soon as it shall be practicable to do so, upon learning that any representation or warranty made by Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note to Mortgagee is false or misleading in any material respect or upon learning of the occurrence of any event which with the passage of time or the giving of notice or both would constitute an Event of Default under the Loan Documents.
 - (xvii) **Failure to Obtain Mortgagee's Consent to Transfer or Financing.** If Mortgagor or any party(ies) set forth in this Mortgage shall make any unpermitted transfer or financing in violation hereof.
 - (xviii) **Judgment, Levy or Attachment.** If any final judgment for the payment of money in excess of Five Thousand Dollars (\$5,000.00) shall be rendered against Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note or if a writ, attachment, levy, citation, lien, or distress warrant shall be issued against the Premises or any part thereof or interest therein.
 - (xix) **Inability to Pay Impositions and Other Debts.** If Mortgagor shall fail to pay any of the impositions when due, or if Mortgagor shall suffer or permit any other accounts payable in connection with the Premises to become past due, or if Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall generally fail or be unable to pay its debts as they come due, or shall admit in writing its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors.
 - (xx) **Other Indebtedness.** If Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note shall default in the due and punctual performance of any covenants, conditions, warranties, representations, or other obligation, including, without limitation, the repayment of indebtedness, under any documents or instruments evidencing or securing any other indebtedness owed to Mortgagee and shall fail to cure such default within the applicable cure or grace period, if any.
 - (xxi) **Default under Leases.** If Mortgagor, any Beneficiary or any Guarantor of the Mortgage Note defaults under any Lease. Upon the occurrence of an Event of Default, the entire indebtedness secured hereby including, but not limited to, principal and accrued interest shall, at the option of the Mortgagee and without demand or notice to Mortgagor, become immediately due and payable with interest accruing thereafter on the unpaid principal balance of the Mortgage Note at the Default Rate (as hereinafter defined) and thereupon or at any time after the occurrence of any such Event of Default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.
- (B) **Expense of Litigation.** In any suit to foreclose the lien on this Mortgage or enforce any other remedy on the Mortgagee's behalf, the Mortgagee, the Mortgage Note, or any other document given to secure the indebtedness represented by the Mortgage Note, there shall be allowed and included as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs and costs (which may be estimated as to items to be included after entry of the decree), of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence its liability of any case which may be had pursuant to such decree, the true condition of the title to or value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of said Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney attaching this Mortgage, the Mortgage Note or the Premises, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate.

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- (C) **Mortgagee's Right of Possession in Case of Event of Default.** In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof, or before or after sale thereunder, forthwith upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof, personally or by its agent or attorneys, as for condition broker and Mortgagee, in its discretion may enter upon and take and maintain possession, of all or any part of said Premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagee and under the powers herein granted:
- (i) hold, operate, manage and control the Premises and conduct the business, if any thereon, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the Premises including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagor;
 - (ii) cancel or terminate any lease or sublease or management agreement for any cause or on any ground which would enable Mortgagee to cancel the same;
 - (iii) extend or modify any then existing lease(s) or management agreement(s) and make new lease(s) or management agreement(s), which extensions, modification, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, if being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;
 - (iv) make all necessary and proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Mortgagee may seem judicious, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all avals, rents, issues and profits.
- (D) **Mortgagee's Determination of Priority of Payments.** Any avals, rents, issues, and profits of the Premises received by the Mortgagee after having taken possession of the Premises, or pursuant to the assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate security documents or instruments shall be applied in payment of or on account of the following, in such order as the Mortgagee (or in case of a receivership, as the Court) may determine:
- (i) to the payment of the operation expenses of the Premises, which shall include reasonable compensation to the Mortgagee or the receiver and its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;
 - (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien on this Mortgage;
 - (iii) to the payment of all repairs and replacements, of said Premises and of placing said property in such condition as will, in the judgment of the Mortgagee or receiver, make it readily rentable;
 - (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure suit;
 - (v) any surplus or remaining funds to the Mortgagor, their successors or assigns, as their rights may appear.
- (E) **Appointment of Receiver.** Upon or at any time after the filing of any complaint to foreclose this Mortgage, the Court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after sale upon appropriate notice as provided by law and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the Premises and to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit, and, in the case of a sale and a deficiency during the full statutory period of redemption (provided that the period of redemption has not been waived by the Mortgagor), as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and further powers which may be necessary or are useful in such cases for the protection, possession, control, management, and operation of the Premises during the whole of said period, to extend or modify any then existing lease(s) or management agreement(s) and to make new lease(s) or management agreement(s), which extensions, modifications, and new lease(s) or management agreement(s) may provide for terms to expire, or for options to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder, if being understood and agreed that any such lease(s) and management agreement(s) and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser.
- (F) **Application of Proceeds of Foreclosure Suit.** The proceeds of any foreclosure sale of the Premises shall be distributed 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 (B) hereof; SECOND, all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Mortgage Note, with interest thereon at the Default Rate; THIRD, a principal and interest (calculated at the Default Rate) remaining unpaid on the Mortgage Note; and FOURTH, any surplus to Mortgagee, its successors or assigns, as their rights may appear.
- (G) **Waiver of or Failure to Exercise.** The failure of the Mortgagee to exercise the option for acceleration of maturity and of foreclosure following any Event of Default as aforesaid, or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder, shall not constitute a waiver of any such Event of Default nor extend or affect any cure period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee and shall not affect the Mortgagee's right to accelerate the maturity for any future Event of Default.
- (H) **Sale of Separate Parcels.** Right of Mortgagee to Purchase. In the event of any foreclosure sale of said Premises, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Premises or any part thereof.
- (I) **Waiver of Statutory Rights.** Mortgagor shall not and will not (nor shall any beneficiary of Mortgagee) apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estate comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.
- AT THE EVENT OF THE COMMENCEMENT OF A JUDICIAL PROCEEDING TO FORECLOSE THIS MORTGAGE, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR, AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY AFTER THE DATE OF THE EXECUTION OF THIS MORTGAGE AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, AND FOR ALL THAT IT MAY LEGALLY BIND WHO ACQUIRE ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE HEREOF, AGREES THAT WHEN SAID SALE IS MADE UNDER ANY DECREE OF FORECLOSURE OF THIS MORTGAGE, UPON CONFIRMATION OF SUCH SALE, THE SHERIFF OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED, OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PROPERTY, SHOWING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OF DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.**
- THE MORTGAGOR FURTHER HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ALL RIGHT TO RETAIN POSSESSION OF SAID

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MORTGAGED PROPERTY AFTER ANY DEFAULT IN OR BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS HEREIN CONTAINED

(J) **Default Rate.** The term "Default Rate" shall be the prime rate plus SIX (6%) percent (P + 6). The term prime rate means the prime commercial rate of the Mortgagee, such rate being changed from time to time as established or announced by Mortgagee. Prime does not mean the lowest interest rate offered by Mortgagee from time to time.

14. **ASSIGNMENT OF RENTS, ISSUES AND PROFITS.** Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Premises and hereby gives to and confers upon Mortgagee the right, power, and authority to collect such rents, issues and profits. Mortgagee irrevocably appoints Mortgagee's true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, after the occurrence of an Event of Default and after Notice and the expiration of any applicable grace period, to demand, receive and enforce payment to give receipts, releases and satisfactions, and to sue, in the name of Mortgagee or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby, provided, however, that Mortgagee shall have the right to enter into leases for the Premises at rents not less than the going rate for comparable space in the same community, collect such rents, issues and profits (but not more than two months in advance, including any security deposits) prior to or at any time there is not an Event of Default under this Mortgage or the Mortgage Note. The Assignment of the rents, issues and profits of the Premises in this paragraph is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an Event of Default under any of the loan instruments.

15. **COLLECTION UPON DEFAULT.** Upon any Event of Default, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises or any part thereof, in its own name, use for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not constitute or waive any default or notice of default hereunder, or in any way affect any act done in response to such default or pursuant to such notice of default.

16. **ASSIGNMENT OF LEASES.** Mortgagee hereby assigns and transfers to Mortgagee as additional security for the payment of the indebtedness hereby secured, all present and future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time reasonably require.

17. **RIGHTS AND REMEDIES ARE CUMULATIVE.** All rights and remedies herein provided are cumulative and no holder of the Mortgage Note secured hereby and of any other obligation secured hereby may recover judgment hereon, issue execution thereon, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right afforded by this Mortgage.

18. **GIVING OF NOTICE.** Any notice or demands which either party hereto may hereafter be required to give to the other party shall be in writing and shall be hand delivered or mailed by certified mail, return receipt requested, addressed to such other party at the address hereinabove or hereinafter set forth, or at such other address as either party hereto may, from time to time, by notice in writing, designate to the other party, as a place for service of notice. All such notices and demands which are mailed shall be effectively given ten (10) business days after the date of post marking. All such notices and demands which are hand delivered shall be effectively given at the time of such delivery. In case no other address has been so specified, notices and demands hereunder shall be sent to the following address:

To Mortgagee: Affiliated Bank, North Shore National
1737 N. Howard Chicago IL 60626
To Mortgagor: American National Bank & Trust Co. as Trustee U.T.A.
Trust Number 66970 date: 03/24/1986
34 N. LaSalle Chicago IL 60690

19. **TIME IS OF THE ESSENCE.** It is specifically agreed that time is of the essence of the Mortgage. The holder of the Mortgage Note secured hereby shall not at any time thereafter be held to be abandoned of such rights, except as otherwise specifically required, notice of the exercise of any option granted to the Mortgagee herein, or of the Mortgage Note secured hereby is not required to be given.

20. **COMMITMENT LETTER.** The indebtedness evidenced by the Mortgage Note and secured hereby has been extended to Mortgagee by Mortgagee pursuant to the terms of a Commitment Letter dated 03/16/83 issued by Mortgagee and subsequently accepted as set forth in such commitment. All terms and conditions of such Commitment Letter are incorporated herein by reference and fully set forth.

21. **COVENANTS TO RUN WITH THE LAND.** All the covenants hereof shall run with the land.

22. **CAPTIONS.** The captions and headings of various paragraphs are for convenience only and shall not be construed as defining or limiting in any way the scope or intent of the provisions thereof.

23. **CONSTRUCTION.** Mortgagor does hereby acknowledge that all negotiations relative to the loan evidenced by the Mortgage Note, this Mortgage, and all other documents and instruments securing the Mortgage Note, took place in the State of Illinois. Mortgagee and Mortgagor (by making the loan evidenced by the Mortgage Note) hereby agree that the Mortgage Note, this Mortgage and all other documents securing the Mortgage Note shall be construed and enforced according to the laws of the State of Illinois.

24. **APPLICATION OF INSURANCE PROCEEDS AND EMINENT DOMAIN AWARDS.**

(A) In the event of any such loss or damage to the Premises, as described in paragraph 1(C) hereof, Mortgagee shall give immediate notice to Mortgagee, and the Mortgagee is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow Mortgagee to agree with the insurance company or companies in the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such money and Mortgagee is authorized to expend the proceeds of loss on behalf of Mortgagee, the insurance proceeds after deducting therefrom any expenses incurred in the collection thereof (including the fees of an adjuster) may at the option of the Mortgagee be applied as follows: (i) as a credit upon any portion of the indebtedness secured hereby; or (ii) to reimburse Mortgagee for repairing or restoring the improvements, provided that Mortgagee complies with each of the provisions specified in paragraph 24(B)(i) through 24(B)(iii) hereof, in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby.

(B) In the event that Mortgagee elects to make the proceeds of insurance available for the restoration of the improvements so damaged, no disbursement thereof shall occur unless Mortgagee is in compliance with each of the following conditions:

(i) No Event of Default shall then exist under any of the terms, covenants and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note.

(ii) Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of the proceeds of insurance, and any sums deposited by Mortgagee pursuant to the terms of subparagraph (i) hereof, shall be fully restored free and clear of mechanics and materialmen liens, except for liens for which adequate provisions is made pursuant to paragraph 1(D) hereof, within six (6) months from the date of such loss or damage.

(iii) In the event such proceeds shall be insufficient to restore the improvements, Mortgagee shall deposit promptly with Mortgagee funds which, together with the insurance proceeds, would be sufficient to restore the improvements.

(C) The excess of the insurance proceeds above the amount necessary to complete any necessary restoration shall, after completion of the repair and restoration, be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the funds released by Mortgagee for restoration shall in no event be deemed a payment of the indebtedness secured hereby.

(D) In the event Mortgagee shall elect to permit Mortgagee to use such proceeds for the restoring of the improvements or in the event Mortgagee shall elect to permit Mortgagee to use such proceeds for the restoring of the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with architect's certificates, partial or final waivers of lien, or in the case may be, contractors' sworn statements, and if the estimated cost of the work exceeds ten (10%) percent of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the work performed, from time to time, and at all times the undischarged balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of the completion of the work, free and clear of any liens in the event of foreclosure of this Mortgage, or other transfer of title in the Premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagee, in and to any insurance policies then in

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force, and any claims or proceeds hereunder shall to the extent of the indebtedness, pass to the Mortgagee or any purchaser or grantee.

- (2) In the event that Mortgagee elects to make available to the Mortgagor the proceeds of any award for eminent domain to restore any improvements on the Premises, no disbursement thereof shall occur unless Mortgagor is in compliance with each of the following condition:
 - (i) No Event of Default shall then exist under any of the terms, covenants, and conditions of the Mortgage Note, this Mortgage, or any other documents or instruments evidencing or securing the Mortgage Note;
 - (ii) Mortgages shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such award and any such sums deposited with Mortgagee pursuant to the terms of subparagraph (ii) hereof, will be fully restored free and clear of all mechanic's and materialmen's liens, except for liens for which adequate provision is made pursuant to paragraph 1(D) hereof, within six (6) months from the date of such taking;
 - (iii) In the event such award shall be insufficient to restore the improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, would be sufficient to restore the improvements;
 - (iv) The rental income to be derived from the improvements, subsequent to such taking by eminent domain, shall not adversely affect the Mortgagor's ability to pay the indebtedness evidenced by the Mortgage Note;
 - (v) The disbursement of the award will be made according to those provisions of paragraph 24 which relate to the disbursement of insurance proceeds for repair and restoration of the improvements and the conditions precedent to be satisfied by the Mortgagor with regard thereto;
 - (vi) The excess of the proceeds of the award, above the amount necessary to complete such restoration, shall be applied as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, but the proceeds of the award released by Mortgagee for restoration shall, in no event, be deemed a payment of the indebtedness secured hereby.

25. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Mortgage Note, and all federal, state, county, and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Mortgage Note, this Mortgage and all other documents securing the Mortgage Note and all assignments thereof.

26. NON-JOINDER OF TENANT. After an Event of Default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien on this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law, at any time existing to the contrary notwithstanding.

27. BINDING ON SUCCESSORS AND ASSIGNS. Without expanding the liability of any guarantor contained in any instrument of Guaranty executed in connection herewith, this Mortgage and all provisions hereof shall extend and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "mortgagor" when used herein, shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Mortgage Note or this Mortgage. The word "mortgagee" when used herein, shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Mortgage Note secured hereby. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

28. INSURANCE UPON FORECLOSURE. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policies, if not applied in providing or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure and any balance 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 decree creditor may cause a new loss clause to be attached to such casualty insurance policy making the proceeds payable to decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, each successive redeemer may cause the proceeding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached thereto, making the proceeds thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagor may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

29. ATTORNEY'S FEES. Mortgagor shall pay for Mortgagee's attorney's fees, costs, and expenses for negotiations, preparation of drafting of Mortgage and other loan documents including but not limited to advice received by Mortgagee from Mortgagee's attorneys from time to time arising out of this Mortgage and other loan documents.

30. OTHER CONTRACTS. The Mortgagor hereby assigns to the Mortgagee as further security for the indebtedness secured hereby, the Mortgagor's interest in all agreements, contracts (including contracts for the lease or sale of the premises or any portion thereof), licenses and permits affecting the premises. Such assignment shall not be construed as a consent by the Mortgagee to any agreement, contract, license or permit so assigned, or to impose upon the Mortgagee any obligations with respect thereto. The Mortgagor shall not cancel or amend any of the agreements, contracts, licenses and permits hereby assigned nor permit any of the same to terminate if they are necessary or desirable for the operation of the premises) without first obtaining, on each occasion, the prior written approval of the Mortgagee. This paragraph shall not be applicable to any agreement, contract, license or permit that terminates if it is assigned without the consent of any party thereto (other than Mortgagor) or issuer thereof, unless such consent has been obtained or this Mortgage is ratified by such party or issuer, nor shall this paragraph be construed as a present assignment of any contract, license, or permit that the Mortgagor is required by law to hold in order to operate the mortgaged premises for the purpose intended.

31. FUTURE ADVANCES. Upon request of Mortgagor, Mortgagee, at Mortgagee's option, so long as this Mortgage secures the indebtedness held by Mortgagee, may make future advances to Mortgagor subject to the following further conditions that:

- A) All the advances must be made on or before twenty (20) years from the date of this Mortgage;
- B) That at no time shall the principal amount of the indebtedness secured by this Mortgage not including sums advanced in accordance herewith to protect the security of the Mortgage exceed the original amount of the Mortgage Note (U.S. \$ 200,000.00);
- C) Such future advances with interest thereon shall be secured by this Mortgage when evidenced by Mortgage Note(s) stating that said Mortgage Note(s) are secured hereby. Such Mortgage Note(s) may be in the form of a Demand GRID Mortgage Note(s);
- D) That such subsequent advances shall have the same priority over liens, encumbrances, and other matters as advances secured by this Mortgage as of the Date of this Mortgage;
- E) Such future advances constitute "Revolving Credit" as defined in Sec. 4.1 of Ch. 17 Para. 6405 of the Ill. Rev. Stat.

IN WITNESS WHEREOF Mortgagor has caused these presents to be signed the day and year first above written.

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EXHIBIT 1

MORTGAGE NOTE

\$ 306,000.00

Chicago

Illinois

May 16,

19 09

FOR VALUE RECEIVED, the undersigned American National Bank & Trust as
Trustee under Trust No. 66970 dated 03/27/1988
Affiliated Bank/North Shore National ("Maker") hereby promises to pay to the order of
at 1737 W. Howard St. Chicago IL 60626 ("Payee"), at its office
or at
such other place as Payee may from time to time designate, in the manner hereinafter provided, the principal sum of Three
Hundred Eight Thousand & 00/100 \$308,000.00 Dollars in lawful money of the United States of America,
together with interest ("Interest Rate") from the date of disbursement on the outstanding balance from time to time as follows:

Principal and Interest payable monthly at the rate of
12.25% per annum in equal installments of \$3,746.20
commencing on the 1st day of July 1989 and monthly
thereafter for the first 3 years. From July 1, 1992
Principal and Interest shall be payable monthly at a
rate not to exceed 300 basis points above the then
comparable 2 years Treasury securities except that the
final payment of principal and interest if not sooner
paid shall become due on the first day of June 2004.

Anything in this Note or in the Mortgage securing it to
the contrary notwithstanding after the first 5 years,
the holder of this note shall have the option every (36
months) from date hereof, upon 6 months' Prior notice to
the undersigned, to accelerate the maturity of the note
and to declare all unpaid indebtedness secured by said
Mortgage to be immediately due and payable.

Interest shall be calculated hereunder on the basis of actual days in a month over a 360-day year. In the event that the unpaid
principal balance of this Mortgage Note ("Note") becomes due and payable on a date other than the first day of a calendar month, a final
payment of interest at the rate provided in this Note shall be due and payable on such date.

This Note is secured by a certain Mortgage, Assignment of Leases and Security Agreement of even date herewith executed by
Maker ("Mortgage") which pertains to certain real estate located at 615-17th St. Milwaukee WI 53205
Cook County, Illinois, and legally described on Exhibit "2" attached to the Mortgage ("Real Estate"), and is further
secured by the other Loan and Security documents ("Loan Documents") (as defined in the Mortgage) all of which documents bear
even date herewith, which are made a part hereof and which are hereby incorporated by reference.

(Insert Prepayment Provision)

See attached Exhibit C for Prepayment Provision

If Maker fails to pay any installment or payment of principal or interest or other charge due hereunder when due or if at any time
hereafter the right to foreclose or exercise the remedies available under the Mortgage or other Loan Documents or to accelerate this
Note shall accrue to the Payee under any of the provisions contained in this Note, the Mortgage, or the other Loan Documents,
including, without limitation, by reason of the Real Estate or any part thereof or any legal, equitable or beneficial interest therein being
sold, assigned, transferred, conveyed, mortgaged or otherwise leased or encumbered to or in favor of any party other than Payee, or by
reason of Maker or any beneficiary of Maker other than Payee, or by reason of Maker or any beneficiary of Maker entering into any
contract or agreement for any of the foregoing, or if at any time hereafter any other default occurs under the Mortgage, the Note,
Guaranty, if any, of this Note or any of the Loan Documents, and Maker fails to cure the same within the time period, if any, provided for
curing the same under the terms of the Mortgage or other Loan Documents, then at the option and election of the Payee and without
further notice, grace or opportunity to cure, the entire unpaid principal balance outstanding hereunder together with all interest accrued
thereon, may be accelerated and become immediately due and payable at the place of payment aforesaid.

In case the right to accelerate this Note shall accrue by reason of any of the events of default referred to in the preceding paragraph,
in lieu of or in addition to any other right or remedy then available under this Note or the other Loan Documents, the Payee shall have the
right and option, without further notice, to implement, as of and from the date of default, the "Default Rate" (as hereinafter defined) on the
entire principal balance outstanding under the Note and all accrued interest thereon. For purposes of this Note, the "Default Rate" shall
be the prime rate plus six (6%) percent (P + 6). The term prime rate means the prime commercial rate of the Payee, such rate being
changed from time to time as established or announced by Payee. Prime does not mean the lowest rate offered by Payee from
time to time.

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Without limiting the foregoing, the Payee shall have the option in lieu of or in addition to acceleration and/or implementing the Default Rate and/or exercising any other right or remedy, to require that Maker shall pay the Payee a late payment charge equal to five (5%) percent for each dollar of any monthly payment not received within ten (10) days of when due to partially defray the additional expenses incident to the handling and processing of past due payments. The foregoing late payment charge shall apply individually to all past due payments and shall be subject to no daily pro rata adjustment or reduction.

Terms of the advance heretofore

Maker, for itself and its successors and assigns, estates, heirs, and personal representatives, and each co-maker, endorser or guarantor, if any, of this Note for their successors and assigns, estates, heirs, and personal representatives, hereby forever waive(s) presentment, protest and demand, notice of protest, demand, dishonor and non-payment of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisal, exemption and homestead law now provided or which may heretofore be provided by any federal or state statute or decisions, including but not limited to exemptions provided by or allowed under the Bankruptcy Code, against the enforcement and collection of the obligations evidenced by this Note, and any and all amendments, substitutions, extensions, renewals, increases and modifications hereof. Maker agrees to pay all costs and expenses of collection and enforcement of this Note when incurred, including Payee's attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto. No extensions of time of the payment of this Note or any installment hereof or any other modification, amendment or discharge made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the liability of any co-maker, endorser, guarantor or any other person with regard to this Note, either in whole or in part.

No failure on the part of Payee or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter or to impose the Default Rate retroactively or prospectively, or to impose late payment charges, or shall be deemed to be a novation of the debt or as a reinstatement of the debt evidenced hereby or as a waiver of such right of acceleration or any other right, or be construed to preclude the exercise of any right which the Payee or any holder hereof may have, whether by the laws of the state governing this Note, by agreement, or otherwise, and none of the foregoing shall operate to release, change or affect the liability of Maker or any co-maker, endorser or guarantor of this Note, and Maker and each co-maker, endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be modified or amended orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

The parties hereto intend and believe that each provision in this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision, provision, or portion of any provision in this Note is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law, or administrative or judicial decision, or public policy, and if such court would declare such portion, provision or provisions of this Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force and effect to the fullest possible extent that they are legal, valid and enforceable, and that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were severable and not contained therein, and that the rights, obligations and interest of the Maker and the holder hereof under the remainder of this Note shall continue in full force and effect.

All terms, conditions and agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holders hereof for the use, enjoyment or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable laws. If, from any circumstances whatsoever, fulfillment of any provision hereof shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the specific obligation to be fulfilled shall be reduced to the limit of such validity, and if under any circumstances the holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest.

This Note shall inure to the benefit of the Payee and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. As used herein, the term "Payee" shall mean and include the successors and assigns of the identifier, payee and the holder or holders of this Note from time to time.

Maker acknowledges and agrees that (i) this Note and the rights and obligations of all parties hereunder shall be governed by and construed under the laws of the State of Illinois; (ii) that the obligation evidenced by this Note is an exempt transaction under the Truth-in-Lending Act, 15 U.S.C. Sec. 1601 et. seq.; (iii) that said obligation constitutes a "business loan" which comes within the purview of Ill. Rev. Stat. ch. 17, para. 6404, Sec. 4(1)(c) (1981); and (iv) that the proceeds of the loan evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "G" issued by the Board of Governors of the Federal Reserve System.

The obligations of the Maker of this Note shall be direct and primary and when the context of construction of the terms of this Note so requires, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

This Note shall be governed by and enforced in accordance with the laws of the State of Illinois.

Maker hereby irrevocably agrees and consents and submits to the jurisdiction of any court of general jurisdiction in the State of Illinois, but further agrees that any litigation, actions or proceedings will be litigated at the Payee's sole discretion and election only in courts having situs within the City of Chicago, State of Illinois, in any United States District Court located within the State of Illinois including the United States District Court for the Northern District of Illinois, Eastern Division, if such court shall have jurisdiction over the subject matter, with respect to any legal proceeding arising out of or related to this Note and irrevocably waives any right that may exist with respect to a jury or jury trial and right to transfer or change the venue.

BY SIGNING THIS NOTE, Maker accepts and agrees to the terms and covenants contained in this Note.

3797184

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EXHIBIT C

(a) This Mortgage Note may be prepaid in its entirety at any time during the term of this Mortgage Note upon at least thirty (30) days prior written notice to Payee by payment to Payee, in addition to the principal amount of this Mortgage Note (i) accrued interest thereon and all other sums due under the terms of the Mortgage and the other Loan Documents (defined below) together with (ii) a payment premium equal to the amount of the excess, if any, that would be required over and above the principal balance outstanding at the time of prepayment for Payee to purchase, on the date of such prepayment, a United States Treasury security with a maturity date closest to that of this Mortgage Note providing the same yield to maturity that the Payee would have received had all payments been made on this Mortgage Note as herein provided (the "Prepayment Premium"). The Prepayment Premium shall be calculated in accordance with Payee's then prevailing formula on a discounted cash flow basis incorporating a present value factor which shall reconcile differences in time, yield, and amortization between the payment streams of the Loan and the United States Treasury Security so selected.

(b) Following the acceleration of the maturity of this Mortgage Note by Payee, the amount necessary to satisfy the entire indebtedness shall include the Prepayment Premium and such Premium shall be part of the principal balance of this Mortgage Note. If this Mortgage Note is prepaid in whole or in part prior to the Maturity Date due to the application of insurance or condemnation proceeds, the Prepayment Premium shall not apply to the amount of principal so prepaid. Payee and Maker have negotiated this Mortgage upon the understanding that if this Mortgage Note is paid or prepaid prior to maturity for any reasons other than an application of insurance or condemnation proceeds by Payee, Payee shall receive the Prepayment Premium provided for as partial compensation for the cost of reinvesting the proceeds of the Loan and the loss of the contracted rate of return on the Loan; provided, however, that the payment of the Prepayment Penalty shall in no way be a substitute for or in lieu of any and all damages or other remedies available to Payee under the Loan Documents.

Clerk's Office

10/1/10

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Land Trust Maker

This Note is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by Payee and by every person now or hereafter holding this Note or claiming any right of security hereunder that nothing herein or in the Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, or to perform any covenants, either express or implied, herein contained, but nothing in the preceding portions of this paragraph shall limit Payee's right of recovery on this Note, the Mortgage and other Loan Documents against and out of the Real Estate and other collateral thereby conveyed by enforcement of the provisions hereof and of the Mortgage, nor in any way limit or affect the personal liability of any co-signer, endorser or guarantor of this Note and other Loan Documents.

EXECUTED AND DELIVERED at Chicago, Illinois as of this _____ day of _____ 19 _____

American National Bank & Trust
not personally, but as Trustee Dated 03/24/1986
Trust No. 66970

by: Name: _____

Title: _____

ATTEST (SEAL)

By: _____

Name: _____

Title: _____

Individual Maker

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3797980

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Property of Cook County Clerk's Office

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EXHIBIT 2

LEGAL DESCRIPTION

That part of Lot 12 in Miller's Addition to Glenview Countryside being a Subdivision of part of Sections 32 and 33 in Township 42 North, Range 17, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: beginning at the Northwest Corner of Lot 12, thence North-easterly along the Northwesterly line of said Lot 12 for a distance of 205.42 feet to a point 122/58 feet Southwesterly of the intersection of the Northwesterly line of Lot 12 and the North line of Lot 12; thence South-easterly and parallel with the Westerly line of Lot 12 for a distance of 86.10 feet to a point on a line 57.50 feet Northwesterly from the South-easterly line of Lot 12; thence Southwesterly for a distance of 205.0 feet to a point in the Southwesterly line of Lot 12 which is 57.50 feet North-westerly from the Most Southerly corner of said Lot 12; thence Northwesterly along the Southwesterly line of Lot 12 for a distance of 122.0 feet to the point of beginning.

PEN # 42-32-302-025

Common Address:
615-19 N. Milwaukee
Glenview, Illinois 60025

3197185

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EXHIBIT 3

Mortgagor/Debtor **American National Bank & Trust**
Trust Number 66970 dated 03/24/1986

as Trustee U/M/A

Secured Party **Affiliated Bank (North Shore National)**

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Mortgagor/Debtor (hereinafter referred to from time to time as "Debtor") or in which the Mortgagor/Debtor may now or at any time hereafter have any interest or rights, together with all of Mortgagor/Debtor's rights, title and interest therein and thereto:

1. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boiler ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, windows, shades, drapes, furnaces, stokers, conduit, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in or placed upon the "Premises" (as described in Exhibit 2) or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.

2. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.

3. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered by Debtor or Trustee, including any subcontracts, material supply contracts, and including all of Debtor's or Trustee's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to non-performance or breach of such contracts and agreements, including rights under any payment and performance bonds issued to Debtor or Trustee and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the buildings and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

4. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's or Trustee's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor or Trustee in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end loan commitment, including all of Debtor's or Trustee's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

5. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements, thereon or to be constructed or made thereon.

6. All proceeds of or any payments due to or for the account of Debtor or Trustee under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor or Trustee on or with respect to any such policies or agreements.

7. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.

8. All proceeds of, substitutions and replacements for accessions to and products of any of the foregoing, in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.

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JOINDER BY THE BENEFICIARIES

The undersigned beneficiaries (the "Beneficiaries"), of American National Bank & Trust
as Trustee under trust number 66376 under Trust Agreement
dated 03/24/1986, hereby execute this Mortgage and Security Agreement for the purpose of joining herein,
making the assignments, grants of security interest, transfers and conveyances hereunder, and making, undertaking and
agreeing to the covenants, agreements, obligations, and representations herein, all in accordance with and subject to the
following:

A. The Beneficiaries hereby grant to the Mortgagee, as security for the secured obligations, a security interest in all of the
property included in the premises described in Exhibit 3 attached to the Mortgage which constitutes fixtures under the UCC and
also all of said property which constitutes personal property not constituting a part and parcel of the real estate.

B. The Beneficiaries hereby assign to the Mortgagee, as security for the secured obligations, all of the rents, issues, and
profits and all of the lease, letting, and other agreements for the use as occupancy of the premises, now or hereafter made, as
more fully described in paragraph 14 of the Mortgage.

C. The Beneficiaries hereby covenant and agree to be bound by, and to be deemed to have entered into and made, all of the
Mortgagee's covenants, agreements, obligations and representations (which shall constitute representations and warranties of
the Beneficiaries) under the Mortgage with the same force and effect as if they were fully set forth herein verbatim.

Executed in Chicago, Illinois, this 14th day of May, 1989

Joseph J. Bayezeh
Joseph J. Bayezeh

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03/24/86

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Land Trust Mortgagor

EXCULPATION

This instrument is executed by Mortgagor not personally, but solely as Trustee as appears in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, covenants, conditions, and cures to be performed by Mortgagor are undertaken by its solely, as Trustee as aforesaid, and not individually, and no personal liability shall be assessed or enforceable against Mortgagor by reason of anything contained in said instrument or any other previously executed document whether or not executed by said Mortgagor either individually or as Trustee in or in respect to the subject matter of the foregoing agreement, a such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this Mortgage has been duly executed the day and year first above written.

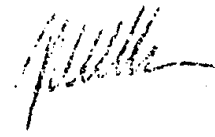
This Mortgage is executed by the undersigned not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, it is a private individual of the Trust estate which in part is securing the payment hereof and through the entire force of the provisions of any other collateral from time to time securing payment hereof. No personal liability shall be assessed or be enforceable against the undersigned as Trustee in or in respect of this Mortgage or the making, issue or transfer thereof, all such liability of said Trustee, if any, being expressly waived in any manner.

American National Bank & Trust

as Trustee under Trust Agreement dated 03/24/1966

and known as Trust No. 66970
and not personally

By
Its




Its

VP

ATTEST (SEAL)

By:



Name:

Charles A. Smith, Jr.

Title:

NOTARY PUBLIC

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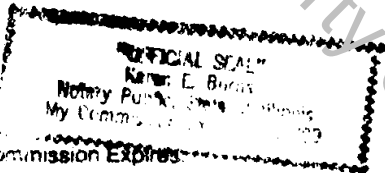
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TRUSTEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KAREN E. BURNS, a Notary Public in and for the County and State aforesaid, do hereby certify that
J. MICHAEL TULLOCH and Claire Rosati Foley the
VICE PRESIDENT and SECRETARY of American National Bank & Trust as Trustees
respectively of American National Bank & Trust who are personally known
to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me
this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and
as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 66370 for the uses and
purposes therein set forth, and that the said
did then affix the seal of said bank as his/her own free and voluntary act and as the free and voluntary act of said bank, not
personally but as Trustee aforesaid, for the uses and purposes therein set forth. MAY 23 1989

Given under my hand and Notarial Seal this _____ day of _____ 19____



[Signature]
Notary Public

BENEFICIARIES' ACKNOWLEDGEMENT

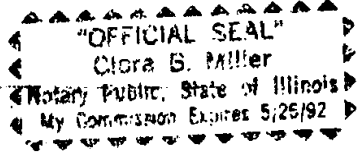
STATE OF ILLINOIS)
COUNTY OF COOK)

[Signature]
I, Joseph J. Sayegh, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
_____ and _____
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as the beneficiaries of American National Bank & Trust as Trustees
not individually, but as Trustee as aforesaid, appeared before me this day in person and acknowledged that they signed, sealed
and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of MAY 1989

[Signature]
Notary Public

My Commission Expires _____



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11/20/11

Blumenthal
11/20/11

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CHICAGO TITLE INS. CTI
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