

MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made as of this 27th day of December, 1989, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under a Trust Agreement dated September 14, 1989, and known as Trust No. 109199-00 ("Mortgagor"), to and for the benefit of LASALLE NATIONAL BANK, a national banking association ("Mortgagee"):

W I T N E S S E T H:

Mortgagor is justly indebted to Mortgagee in the principal sum of Twenty-Eight Million Four Hundred Fifty Thousand and No/100 Dollars (\$28,450,000.00) evidenced by a certain Mortgage Note (the "Note") of even date herewith in that amount, made by Mortgagor and payable to the order of and delivered to Mortgagee, in and by which said Note, Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein. The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on December 31, 1991. All such payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated above or at such other address as Mortgagee may from time to time designate in writing.

NOW, THEREFORE, Mortgagor, to secure: (i) the payment of said principal sum of money and all interest, late charges and other indebtedness evidenced by the Note and by any extensions, renewals or refinancings thereof; (ii) the performance and observance of the covenants, terms, conditions and agreements contained in the Note, this Mortgage and the Loan Documents (as hereinafter defined); and (iii) the reimbursement of Mortgagee for any and all sums expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the Loan Documents, with interest thereon as provided herein or therein; and also in consideration of the sum of TEN DOLLARS (\$10.00) in

This instrument was prepared by
and, after recording, return to:

Joel T. Cooper, Esq.
Greenberger, Krauss & Jacobs
180 N. LaSalle Street
Suite 2700
Chicago, Illinois 60601

Permanent Real Estate
Tax Index Nos.:

See Exhibit A
Attached Hereto

Street Address:
Southeast Corner of
Highland Avenue and 31st
Street, Downers Grove,
Illinois

CHARGE - DU PAGE CO. DIVN.

RECORDED
DU PAGE COUNTY

R89-163626

OFFICE OF THE CLERK

41
31

hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, ASSIGN, REMISE, RELEASE AND CONVEY unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein situate, legally described in Exhibit A attached hereto and made a part hereof, which together with the property herein-after described, is referred to herein as the "Premises";

TOGETHER with all buildings and improvements now or hereafter constructed upon or erected upon or located on the real estate legally described in Exhibit A attached hereto, all tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the real estate legally described in Exhibit A attached hereto, and all rents, issues, royalties, income, proceeds, profits and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor covering, now or hereafter therein or thereon, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as defined in the Uniform Commercial Code of Illinois (the "Code")), this Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 38 of this Mortgage.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, together with all right to retain possession of the Premises after any Event of Default (as hereinafter defined).

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title.

Mortgagor represents and covenants that (a) the Trust is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except such liens and encumbrances as shall have been expressly approved in writing by Mortgagee, (b) Highland Associate Limited Partnership, a

Delaware limited partnership (the "Partnership") is the owner of 100% of the beneficial interest in the Trust free and clear of all liens and encumbrances, except such liens and encumbrances as shall have been expressly approved in writing by Mortgagee, and (c) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, except that Mortgagor shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien if and only if Mortgagor shall within fifteen (15) days after the filing thereof (1) place a bond with Mortgagee in an amount, form, content and issued by a surety reasonably acceptable to Mortgagee for the payment of any such lien, or (2) cause the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage to issue an endorsement thereto (in form and substance reasonably acceptable to Mortgagee) insuring Mortgagee and its successors and assigns against loss or damage that Mortgagee (and/or such successors and assigns) may suffer on account of any such lien; (c) subject to Paragraph 27 below, immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior or inferior to or at parity with the lien hereof (subject to Paragraph 27 below, no such superior, inferior or parity lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of any such lien to Mortgagee; (d) complete within a reasonable time any buildings or any other improvements now or at any time in process of construction upon the Premises; (e) comply with all requirements of law, municipal ordinances and restrictions of record with respect to the Premises and the use and development thereof, including without limitation, those relating to building, zoning, environmental protection, health, fire and safety; (f) other than as set forth in the Loan Agreement, make no structural or non-structural alterations to the Premises or any buildings or other improvements now or hereafter constructed thereon, without the prior written consent of Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without the prior written consent of Mortgagee; (h) initiate or acquiesce in no zoning reclassification without the prior written consent of Mortgagee; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (j) duly perform and observe all of the covenants, terms, provisions and agreements herein, in the Note or in the Loan Documents on the part of Mortgagor to be performed and observed. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest thereon and all other amounts payable to Mortgagee thereunder, and all other sums at any time secured by this Mortgage.

3. Payment of Taxes and Assessments.

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Premises, or any interest therein, of any nature whatsoever when due, and shall furnish to

Mortgagee duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Mortgagee, insuring over any exception created by such protest.

4. Tax and Insurance Deposits.

If requested by Mortgagee in writing, following an Event of Default, Mortgagor covenants and agrees to deposit with Mortgagee, commencing ten (10) days following such written request and on the first day of each month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to (a) one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Premises, as reasonably determined by Mortgagee, and (b) one-twelfth (1/12th) of the annual premiums payable for the insurance required to be maintained in accordance with Paragraph 6 hereof. In addition to the foregoing, following an Event of Default, if requested by Mortgagee, Mortgagor shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to clause (a) preceding as of one month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full the total annual taxes and assessments estimated by Mortgagee to become due and payable with respect to the Premises for the current calendar year, and an amount of money, when together with the aggregate deposits to be made pursuant to clause (b) preceding as of one month prior to the date on which the next annual insurance premium becomes due, shall be sufficient to pay in full the total annual insurance premium estimated by Mortgagee to next become due and payable with respect to the Premises. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) and insurance premiums, respectively, on the Premises next due and payable when they become due. Mortgagee may, at its option, itself pay such taxes, assessments and insurance premiums when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes, assessments and insurance premiums. If following an Event of Default the funds so deposited are insufficient to pay any such taxes, assessments (general or special) and premiums for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes, assessments (general and special) and premiums in full. If following an Event of Default the funds so deposited exceed the amount required to pay such taxes, assessments (general and special) and premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee.

REC-163626

5. Mortgagee's Interest In and Use of Deposits.

Upon the occurrence of an Event of Default, the Mortgagee may, at its option, without being required so to do, apply any monies at the time on deposit pursuant to Paragraph 4 hereof, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. Insurance.

Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation: (a) all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises, with agreed upon amount and inflation guard endorsements; (b) if there are tenants under leases at the Premises, rent and rental value or business loss insurance for the same perils described in (a) above payable at the rate per month and for the period specified from time to time by Mortgagee; (c) broad form boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler system, respectively; (d) if the Premises are located in a flood hazard district, flood insurance in the maximum amount obtainable up to the amount of the indebtedness hereby secured; and (e) such other insurance as Mortgagee may from time to time reasonably require, it being acknowledged by Mortgagee that its approval of the insurance required under the Loan Agreement shall constitute approval of the applicable insurance required herein. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmens' compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee and shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to

889-163626
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Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance.

In the event of loss Mortgagor shall give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Any insurance proceeds so received by Mortgagee, or any part thereof, shall be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the restoration or repair of the property damaged as provided in Paragraph 22 hereof. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Premises.

7. Condemnation.

If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all of its expenses, including costs and attorneys' fees, to the restoration or repair of the property so damaged or taken as provided in Paragraph 22 hereof, if in the reasonable judgment of Mortgagee the property can be restored or repaired to the condition existing immediately prior to the taking. If in the reasonable judgment of Mortgagee the said property cannot be restored or repaired to the condition existing immediately prior to the taking, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable and, at any time from and after the taking, upon thirty (30) days prior written notice to Mortgagor, Mortgagee may declare the whole of the indebtedness hereby secured to be due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Any application to the unpaid principal balance of the Note pursuant to this Paragraph 7 shall not extend the due date or reduce the amount of the principal and interest installments required to be paid under the Note.

8. Stamp Tax.

If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage or the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. Observance of Lease Assignment. So long as there shall not have occurred an Event of Default hereunder, Mortgagor shall have the right to collect all of the Rents arising from the Leases (as such terms are defined in the Assignment of Leases and Rents referred to below), or renewals thereof, and shall hold the same, in trust, to be applied to the payment of the indebtedness hereby secured only after the payment of all operating and maintenance expenses of the Premises incurred by Mortgagor in the ordinary course of business, including, without limitation, the payment of impositions, levies, taxes, assessments and other charges upon the Premises, the cost of maintenance and repair of the Premises and the cost of the maintenance of insurance policies required hereby.

Mortgagor shall comply with all of the provisions in that certain Assignment of Leases and Rents dated of even date herewith made by Mortgagor in favor of Mortgagee to further secure the payment of the indebtedness secured hereby, and all of the provisions thereof are hereby incorporated herein by this reference thereto as if the same were set forth herein in their entirety.

10. Effect of Extensions of Time.

If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in and/or by, through and/or under Mortgagor, 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, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release

11. Effect of Changes in Laws Regarding Taxation.

In the event of the enactment after this date of any law of the state in which the Premises are located 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 assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee.

889-163626

Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

12. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.

Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, 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 consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. Mortgagee may, but shall not be required to, complete construction of any improvements now or at any time hereafter on the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Loan Rate (except if an Event of Default shall then exist hereunder, the Default Rate shall apply) then in effect under the Note. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage, the Premises or any guarantor or co-maker of the Note or this Mortgage, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional indebtedness evidenced by the Note and secured by this Mortgage. 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 Mortgagor. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to Sixty Million and No/100 Dollars (\$60,000,000.00).

REC-16363

13. Mortgagee's Reliance on Tax Bills and Claims for Liens.

Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (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, provided that if no Event of Default then exists hereunder Mortgagee shall give to Mortgagor ten (10) days' prior written notice thereof.

14. Acceleration of Indebtedness in Event of Default.

Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Mortgagor or the Partnership, as the case may be, fails to pay when due (i) any installment of principal or interest payable pursuant to the Note, or (ii) any other amount payable pursuant to the Note, this Mortgage or any of the other Loan Documents;

(b) Mortgagor or the Partnership, as the case may be, fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under (i) the Note, (ii) this Mortgage, (iii) the Construction Loan Agreement of even date herewith (the "Loan Agreement") made among Mortgagor and Mortgagee, (iv) the Combined Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust of even date herewith made by the Partnership to Mortgagee, (v) the Assignment of Plans, Specifications, Construction and Service Contracts of even date herewith made by Mortgagor to Mortgagee, and (vi) any other document or instrument evidencing or securing the Note or delivered to induce Mortgagee to disburse the proceeds thereof (the Note, this Mortgage and the documents described in sections (iii) through (vi) above, both inclusive, being hereinafter collectively referred to as the "Loan Documents"); provided, however, that Mortgagor shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same and an Event of Default shall not be deemed to exist during said thirty (30) day period, unless the continued operation or safety of the Premises, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any of the other Loan Documents, or the value of the Premises is impaired, threatened or jeopardized; and provided, further, however, that if the subject failure is not capable of cure within said 30-day period and Mortgagor within said 30-day period commences the cure thereof and is diligently pursuing the same, Mortgagor shall be entitled to an additional period of time (not to exceed 180 days following the notice to Mortgagor as provided herein) to cure the subject failure. The time periods set forth in this subparagraph (b) shall not be available to Mortgagor for Events of Default described in subparagraphs (a), (c), (d), (e), (f) and (g) of this Paragraph 14.

(c) Failure within thirty (30) days after notice thereof of Mortgagor to cure the existence of any material inaccuracy or untruth in any representation or warranty

REC-1505536

contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor, any co-maker or guarantor of the Note, or any applicant for the loan evidenced by the Note.

(d) At any time, Mortgagor, any general partner of the Partnership, any joint venturer of the Partnership, or any guarantor or co-maker of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor, the Partnership, any general partner of the Partnership, any joint venturer of the Partnership, or any guarantor or co-maker of the Note, or of all or any substantial part of the property of Mortgagor, the Partnership, any general partner of the Partnership, any joint venturer of the Partnership, or any guarantor or co-maker of the Note or any of the Premises;

(e) The commencement of any involuntary petition in bankruptcy against Mortgagor, the Partnership, any general partner of the Partnership, any joint venturer of the Partnership, or any guarantor or co-maker of the Note, or the institution against Mortgagor, the Partnership, any general partner of the Partnership, any joint venturer of the Partnership, or any guarantor or co-maker of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor, the Partnership, any joint venturer of the Partnership, any general partner of the Partnership, or any guarantor or co-maker of the Note, which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) Any sale, lease, assignment, conveyance, financing, lien, encumbrance or other transfer made in violation of Paragraph 27 of this Mortgage;

(g) The dissolution of any guarantor or co-maker of the Note; or

(h) There shall occur a default or event of default under the Indemnity Mortgage and/or the Junior Loan (as hereinafter defined).

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate. If while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraph 22 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

15. Foreclosure; Expense of Litigation.

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 and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents. It is further agreed that if default be made in the payment of any part of the secured indebtedness as an alternative to the right of foreclosure for the full secured indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire secured indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the secured indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the secured indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Mortgage, the lien hereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the secured indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the secured indebtedness, it being the purpose to provide for a partial foreclosure sale of the secured indebtedness without exhausting the power to foreclose and to sell the Premises pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure. In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

In any suit to foreclose or partially foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale 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, 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 assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the 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 enforcement of Mortgagor's obligations hereunder, the protection of said 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 preparations 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 and shall be secured by this Mortgage.

16. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure (or partial foreclosure) 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 15 hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

17. Appointment of Receiver.

Upon, or at any time after the filing of a complaint to foreclose (or partially foreclose) this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 may be appointed as such receiver. Such receiver shall have 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 a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect 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 from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any 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 foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

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18. Mortgagee's Right of Possession in Case of Default.

In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall forthwith and upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take, actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken. Mortgagee's rights and remedies under this Paragraph 18 shall be effective whether before or after the whole principal sum secured hereby is declared to be immediately due and payable hereunder, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder. In the event Mortgagee is entitled to take

possession of the Premises, Mortgagee in its discretion may, with or without force and with or without process of law, 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 Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, Mortgagor's beneficiary, or their respective employees, agents or servants, wholly therefrom. In such case Mortgagee, under the powers herein granted, may hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions, in forcible detainer and actions in distress for rent. Without in any way limiting the generality of the foregoing, Mortgagee shall have full power:

(a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

(c) to extend or modify any then existing leases and to enter new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor 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 judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) to complete the construction in a manner reasonably acceptable to Mortgagee of all improvements to the Premises as intended to be constructed by or on behalf of Mortgagor and as set forth in the Plans and Specifications as provided in the Loan Agreement;

(e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and

(f) to receive all of such avails, rents, issues and profits; 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 Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease. To the extent provided by law, and except by reason of the gross negligence and/or wilful or wanton conduct of Mortgagee, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or

REC-153620

by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except for such claims and demands as result directly from the negligent or willful actions of Mortgagee. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest at the Loan Rate (except if an Event of Default shall then exist hereunder, the Default Rate shall apply).

19. Application of Income Received by Mortgagee.

Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions (but not with respect to the renewal of existing leases unless provided for therein) 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;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make them readily rentable; and

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

20. 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 under any of the Loan Documents or any other document given to secure the Note or 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 by 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

RC-15300

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.

21. Mortgagee's Right of Inspection.

Mortgagee and/or its representative shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

22. Disbursement of Insurance or Eminent Domain Proceeds.

(a) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty or by a taking under condemnation and/or the power of eminent domain, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(b) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the Premises as provided in Paragraphs 6 and 7 above, Mortgagee shall be entitled to evidence of the following:

(i) That there is not then a default in any of the terms, covenants and conditions of the Note, this Mortgage or any of the other Loan Documents;

(ii) That Mortgagee shall first be given reasonably satisfactory proof that either such improvements have been fully restored, or that the expenditure of money as may be received from such insurance proceeds or condemnation award will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and such other liens, claims and/or encumbrances as may be approved by Mortgagee;

(iii) That in the event such insurance proceeds or condemnation award shall be insufficient to repair, restore or rebuild the said improvements, Mortgagor shall deposit with Mortgagee funds equaling such deficiency, which, together with the insurance proceeds or condemnation award, shall be sufficient to restore, repair and rebuild the Premises; and

(iv) That prior to the disbursement of any such proceeds held by Mortgagee in accordance with the terms of this Paragraph 22 for the cost of any repair, restoration or rebuilding, Mortgagee shall be furnished with a statement of Mortgagor's architect, certifying the extent of the repair and restoration completed to the date thereof, and such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

RC-163526

(c) Prior to the payment or application of insurance proceeds or a condemnation award to the repair, restoration or rebuilding of the improvements upon the Premises as provided in Paragraphs 6 and 7 above there shall have been delivered to Mortgagee the following:

(i) A waiver of subrogation from any insurer who claims that no liability exists as to Mortgagor or the then owner or other insured under the policy of insurance in question;

(ii) Such plans and specifications, such payment and performance bonds and such insurance, in such amounts, issued by such company or companies and in such forms and substance, as are required by Mortgagee.

(d) In the event Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a reasonable time, then Mortgagee, at its option, and upon not less than thirty (30) days' written notice to Mortgagor, may commence to restore, repair or rebuild the said improvements for or on behalf of Mortgagor, and for such purpose, may perform all necessary acts to accomplish such restoration, repair or rebuilding and all amounts in excess of available insurance or condemnation proceeds advanced by Mortgagee shall be additional indebtedness secured hereby. In the event insurance proceeds or condemnation award shall exceed the amount necessary to complete the repair, restoration or rebuilding of the improvements upon the Premises, such excess shall be applied on account of the unpaid principal balance of the Note irrespective of whether such balance is then due and payable.

(e) In the event: Mortgagor commences the repair or rebuilding of the improvements located on the Premises, but fails to comply with the conditions precedent to the payment or application of insurance proceeds or a condemnation or eminent domain award set forth in this Paragraph 22; or Mortgagor shall fail to restore, repair or rebuild the improvements upon the Premises within a reasonable time, and if Mortgagee does not restore, repair or rebuild the said improvements as provided in subparagraph (d) above; then Mortgagee may, at its option, accelerate the indebtedness evidenced by the Note and apply all or any part of the insurance proceeds or condemnation award against the indebtedness secured hereby.

23. Release Upon Payment and Discharge of Mortgagor's Obligations.

Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

24. Notices.

Any notice or demand required or permitted to be given under this Mortgage shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, return receipt requested, addressed as follows:

To Mortgagee:	LaSalle National Bank
	135 South LaSalle Street
	Chicago, Illinois 60603
	Attention: Bruce Duncan

With copy to: Greenberger, Krauss & Jacobs, Chtd.
186 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: David Glickstein, Esq.

To Mortgagor: c/o Highland Associate Limited
Partnership
c/o Cohen Financial Corporation
Suite 1400
Two North LaSalle Street
Chicago, Illinois 60602
Attention: Donald James

With copy to: Freeman, Kohn & Kasanov
Suite 1400
Two North LaSalle Street
Chicago, Illinois 60602
Attention: Michael Freeman, Esq.

Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 24; provided, however, that such notice shall not be deemed given until actually received by the addressee. Any notice or demand given by United States mail shall be deemed given on the second (2nd) business day after the same is deposited in the United States mail as registered or certified mail, addressed as above provided with postage thereon fully prepaid.

25. Waiver of Defenses.

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

26. Waiver of Rights.

Mortgagor hereby covenants and agrees that to the extent permitted by law, Mortgagor shall not and will not apply for or avail itself of any appraisal, 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 or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates 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.

27. Transfer of Premises; Further Encumbrance.

In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of the Partnership and the guarantor and co-maker of the Note (if applicable), found it acceptable and relied and continues to rely upon same as the means of repayment of the Note. Mortgagee also evaluated the background and experience of the Partnership and the guarantor and co-maker of the Note (if applicable) in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. The Partnership and the

REC-153525

guarantor and co-maker of the Note (if applicable) are well-experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. The Trust and the Partnership recognize that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the Partnership. The Trust and the Partnership further recognize that any secondary or junior financing placed upon the Premises, or the beneficial interest of the beneficiary in the Trust (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor and Mortgagor's beneficiary; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of subordinate financing liens, Mortgagor, the Partnership and any guarantor or co-maker of the Note agree that if this paragraph be deemed a restraint on alienation, that it is a reasonable one, and that, except as otherwise expressly provided herein below, any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises, the beneficial interest in the Trust, any general partnership interest in the Partnership, any share of stock of any corporation which is a general partner of the Partnership or any interest in the Premises or said beneficial interest (whether voluntary or by operation of law), including without limitation, the entering into of an installment agreement for the sale of the Premises or the beneficial interest in the Trust, the placement or granting of liens on all or any part of the Premises or said beneficial interest or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Premises, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagee's prior written consent shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(A) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises or the beneficial interest in, or power of direction under, the trust agreement creating the Trust;

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(B) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any shares of any corporation which is a general partner of the Partnership;

(C) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in the Partnership; and

(D) any transfer or the occurrence of any other event which results in a breach or default under Article 9 of the Loan Agreement.

Any consent by Mortgagee, or any waiver by Mortgagee of an Event of Default under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this Paragraph 27. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Paragraph 27 shall be void and of no force or effect.

Notwithstanding anything contained herein to the contrary, the provisions of this Paragraph 27 shall not be deemed to prohibit Mortgagor from (x) encumbering the Premises concurrently herewith with a junior mortgage (the "Indemnity Mortgage") in favor of Westinghouse Credit Corporation ("Westinghouse"), which Indemnity Mortgage secures the reimbursement by Mortgagor to Westinghouse of amounts paid to Mortgagee by Westinghouse under that certain Guaranty made by Westinghouse in favor of Mortgagee, it being acknowledged that the lien of the Indemnity Mortgage, and all of the rights of Westinghouse thereunder, are expressly made subject and subordinate to the lien of this Mortgage, and (y) further encumbering the Premises with a junior mortgage loan (the "Junior Loan") from a lender reasonably acceptable to Mortgagee (the "Junior Lender") in a maximum principal amount reasonably acceptable to Lender provided that:

(i) all documents, instruments and/or agreements evidencing and/or security the Junior Loan shall be reasonably acceptable to Mortgagee in its sole and absolute discretion;

(ii) simultaneously with and as a condition to the funding of the Junior Loan, Mortgagor and the Junior Lender shall sign and deliver to Lender a Subordination of Mortgage and Stand-By Agreement in the form then reasonably required by Mortgagee pursuant to which, among other things, the Junior Loan (both in lien and in payment) is made expressly subject and subordinate in all respects to the loan secured hereby;

(iii) the proceeds of the Junior Loan shall be used to pay the cost of certain off-site Improvements (as defined in the Loan Agreement), and/or for such other purposes approved by Mortgagee in its sole and absolute discretion;

(iv) there shall not then exist any Event of Default hereunder and/or under any of the other Loan Documents, and no state of facts shall then exist which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder and/or under any of the other Loan Documents; and

REC-168626

(v) concurrently therewith, Mortgagor shall pay to Mortgagee all accrued and unpaid interest under the Loan, and all expenses (including reasonable attorneys' fees) incurred by Mortgagee in connection with the review and approval of said Junior Loan and the preparation of any document required by Mortgagee in connection therewith.

28. Expenses Relating to Note and Mortgage.

Mortgagor shall pay all expenses, charges, costs and fees relating to the loan evidenced by the Note and secured by this Mortgage or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration or recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of the Mortgage, Mortgagee:

(a) may be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(b) may make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(c) may make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

(d) may make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(e) may enter into negotiations with Mortgagor, the Partnership, any shareholder, general partner or joint venturer of the Partnership and/or any general partner of the Partnership and/or any guarantor or co-maker of the Note, or any of their respective agents, employees or attorneys, in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Premises in lieu of foreclosure; or

(f) may enter into negotiations with Mortgagor, Mortgagor's beneficiary, any shareholder, general partner or joint venturer of Mortgagor's beneficiary and/or any guarantor or co-maker of the Note, or any of their respective agents, employees or attorneys, pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor, Mortgagor's beneficiary, any share-

REC-153526

holder, general partner or joint venturer of Mortgagor's beneficiary and/or any guarantor or co-maker of the Note, which approval is required by the terms of this Mortgage.

All expenses, charges, costs and fees described in this Paragraph 28 shall be so much additional indebtedness secured hereby, shall bear interest at from the date so incurred until paid at the Loan Rate (except that if an Event of Default shall then exist hereunder, the Default Rate shall apply) and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

29. Business Purpose.

Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1)(c) of Section 6404, Chapter 17 of the Illinois Revised Statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

30. Financial Statements.

Mortgagor shall cause to be delivered to Mortgagee, within ninety (90) days after the close of each calendar year ending during the term of this Mortgage, the annual financial statements required to be delivered pursuant to the provisions of the Loan Agreement.

31. Statement of Indebtedness.

Mortgagor, within seven (7) days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth to its knowledge the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. Further Instruments.

Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional reasonable instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. Construction Loan.

The Note secured by this Mortgage evidences a debt created by one or more disbursements made by Mortgagee to Mortgagor to finance the cost of the construction of certain improvements upon the Premises in accordance with the provisions of the Loan Agreement, and this Mortgage is a construction mortgage as such term is defined in Section 9-313(1)(c) of the Uniform Commercial Code as adopted in the State of Illinois. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof, and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute an Event of Default hereunder. In the event of any such Event of Default, the holder of the Note may at its option declare the indebtedness secured thereby immediately due and payable, or complete the construction of said improvements and enter into the necessary contracts therefor, in which case all money expended shall be so

PC-153626

much additional indebtedness secured hereby and any money expended in excess of the amount of the original principal shall be immediately due and payable with interest at the Default Rate. Upon completion of the improvements described in the Loan Agreement free and clear of mechanic's lien claims, and upon compliance with all of the terms, conditions and covenants of the Loan Agreement, the Loan Agreement and the terms of this paragraph shall become null and void and of no further force and effect. In the event of a conflict between the terms of the Loan Agreement and this Mortgage, the provisions of the Loan Agreement shall apply and take precedence over this Mortgage.

34. Indemnity.

Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Except in respect of the gross negligence and/or wilful or wanton conduct of Mortgagee, Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the making of the loan evidenced by the Note and secured by this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, leasing, use, operation or maintenance of the Premises. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Loan Rate (except if an Event of Default shall then exist hereunder, the Default Rate shall apply).

35. Waiver of Right of Redemption.

Mortgagor hereby releases and waives any and all rights to retain possession of the Premises after the occurrence of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, the trust estate of Mortgagor, all persons and entities interested beneficially in Mortgagor and each and every person (except judgment creditors of Mortgagor, in its representative capacity as Trustee of the Trust and/or the trust estate) acquiring any interest in, or title to, the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 12-124 and Chapter 110, Section 12-125 of the Illinois Revised Statutes or other applicable law or replacement statutes.

36. Miscellaneous.

(a) Successors and Assigns.

This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons

RG-163626

and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

(b) Invalidity of Provisions.

In the event one or more of the provisions contained in this Mortgage or the Note or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

(c) Municipal and Zoning Requirements.

Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

(d) Rights of Tenants.

Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by 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.

(e) Option of Mortgagee to Subordinate.

At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of

RC-153626

the Recorder of Deeds in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

(f) Use of Proceeds.

Mortgagor warrants that the proceeds evidenced by the Note secured hereby 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.

(g) 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 by Mortgagee pursuant to this Mortgage.

(h) Relationship of Mortgagee and Mortgagor.

Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any beneficiary, lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a Mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

(i) Time of the Essence.

Time is of the essence of the payment by Mortgagor and its beneficiary of all amounts due and owing to Mortgagee under the Note and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

(j) No Merger.

It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Mortgagee acquire any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(k) Value for Purposes of Insurance.

Upon request by Mortgagee, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagee, of the type which is regularly and ordinarily made for insurance companies, with respect to the buildings and improvements on the Premises.

RG-163626

(1) Late Charges.

The Note requires the payment of a late charge in the event any installment of principal and/or interest due thereunder and/or any escrow fund payment for taxes and insurance due hereunder shall become overdue for a period in excess of fifteen (15) days. The Note requires the payment to Mortgagee of a late charge of five cents (5¢) for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as indebtedness as that term is defined in Paragraph 2 hereof.

(m) Evasion of Prepayment Premium.

Mortgagor hereby covenants and agrees that if the maturity of the indebtedness hereby secured is accelerated by Mortgagee because of an Event of Default hereunder and a tender of payment is made by or on behalf of Mortgagor in an amount necessary to satisfy the indebtedness hereby secured at any time prior to judicial confirmation of a foreclosure sale, such tender shall constitute an evasion of the prepayment penalty provided for in the Note, if any, shall be treated as a prepayment thereunder and Mortgagor shall immediately pay to Mortgagee the prepayment premium, if any, required to be paid to Mortgagee under the Note.

37. Subordination of Property Manager's Lien.

Any property management agreement for the Premises entered into hereafter by Mortgagor and/or Mortgagor's beneficiary with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to Chapter 82, Section 1 of the Illinois Revised Statutes. Such property management agreement or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, Mortgagor and/or Mortgagor's beneficiary shall cause the property manager to enter into a Subordination of Management Agreement with Mortgagee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage.

38. Security Agreement and Financing Statement.

Mortgagor and Mortgagee agree: (a) that this Mortgage shall constitute a Security Agreement within the meaning of Section 9-402(6) of the Code with respect to all sums on deposit with Mortgagee pursuant hereto ("Deposits") and with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in Exhibit A attached hereto or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, books and records relating to the Premises and operation thereof and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (b) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (c) that the Deposits and all of Mortgagor's right, title and interest therein are hereby collaterally assigned to Mortgagee; all to

R 30-153626

secure payment of the indebtedness hereby secured and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

Upon the occurrence of any Event of Default hereunder, Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and the Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. Mortgagee and Mortgagor agree that if Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days notice of the sale of the Collateral shall be reasonable notice. The expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses incurred by Mortgagee including the expenses of in-house staff. Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby.

Mortgagor shall, from time to time, upon written request of Mortgagee and at Mortgagor's sole cost, deliver to Mortgagee: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. Mortgagor represents and covenants that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereof, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others. If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral and the Deposits.

39. Compliance with Environmental Laws.

In addition to all other provisions of this Mortgage, Mortgagor, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction thereof concerning environmental matters, including, but not limited to, any discharge (whether before or after the date of this Mortgage) into the air, waterways, sewers, soil or ground water or any substance or "pollutant". Mortgagee and its agents and

representatives shall have access to the Premises and to the books and records of Mortgagor, Mortgagor's beneficiary and any occupant of the Premises claiming under Mortgagor or Mortgagor's beneficiary for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. Mortgagor and all occupants of the Premises claiming under Mortgagor or Mortgagor's beneficiary shall provide to the Mortgagee copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to an Agency or as such are received from any Agency. Mortgagee and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by the Mortgagor, Mortgagor's beneficiary or an occupant claiming under Mortgagor or Mortgagor's beneficiary or otherwise present on the Premises.

40. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Section 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraphs 12 or 15 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

41. Signature by Trustee.

This Mortgage is executed by the Trustee, not personally but solely as Trustee of the Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor or on said Trustee or the Partnership personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Trustee personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (a) the Premises and the rents, issues and profits

R39-153626

IN WITNESS WHEREOF, Mortgagor has executed this instrument
the day and year first above written.

Attest:
(Title)

~~VICE PRESIDENT~~

RG-163626

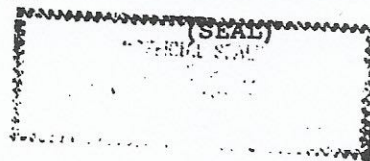
STATE OF ILLINOIS)
COUNTY OF JEFFERSON) SS.

I, KAREN E. PUGH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. M. W. WELAN, the ASSIGNED REPRESENTATIVE of AMERICAN NATIONAL BANK (the "Bank"), and Claire Rocchi, the ASSIGNED REPRESENTATIVE of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

and J. M. W. WELAN respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Claire Rocchi then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this day of , 19 .

[Signature]
NOTARY PUBLIC



R80-163626

LEGAL DESCRIPTIONPARCEL 1:

LOT 1 [EXCEPT THOSE TWO PARTS DESCRIBED AS FOLLOWS: (1) BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE CENTER LINE OF 31ST STREET; THENCE EASTERLY ALONG THE CENTER LINE OF SAID 31ST STREET, 30 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT 1, 50 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 1, 20 FEET TO A POINT; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, BEING THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE, TO THE POINT OF BEGINNING; (2) BEGINNING AT THE INTERSECTION OF A LINE 60 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF HIGHLAND AVENUE AND THE SOUTH RIGHT OF WAY LINE OF 31ST STREET, AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 85 FEET; THENCE NORTHEASTERLY TO A POINT 15 FEET EASTERLY OF AND PERPENDICULARLY DISTANT FROM SAID PARALLEL LINE AND 20 FEET SOUTHERLY OF AND PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF 31ST STREET; THENCE NORTHEASTERLY TO THE SOUTH LINE OF 31ST STREET; THENCE WEST ALONG THE SOUTH LINE OF 31ST STREET TO THE POINT OF BEGINNING AS DEDICATED FOR ROAD PURPOSES BY DOCUMENT R70-11086], ALL OF LOTS 2 AND 3, LOT 4 (EXCEPT THE WEST 10 FEET THEREOF), LOT 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 5; THENCE EASTERLY 10.0 FEET ON THE NORTHERLY LINE OF SAID LOT 5 TO A POINT; THENCE SOUTHWESTERLY 50.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5 50.0 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 5; THENCE NORTH 50.0 FEET ON THE WESTERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING), ALL OF LOTS 6, 7, 8, 9 AND 10, LOT 12 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH LINE IS 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE EAST LINE OF SAID LOT 12 AND 3.45 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE WEST LINE OF SAID LOT 12), ALL OF LOTS 13, 14, 15, 17, 18, 19, 20, 21 AND 22, LOT 31 (EXCEPT THE NORTH 50 FEET), ALL OF LOTS 32, 34, 35, 36, 37, 38, 39 AND 40, LOT 41 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH IS 3.40 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE EAST LINE OF SAID LOT 41 AND 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE WEST LINE OF SAID LOT 41), ALL IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 (ALSO KNOWN AS BUTTERFIELD WOODS) OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452578, IN DUPAGE COUNTY, ILLINOIS.

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PARCEL 2:

LOT P (EXCEPT THE SOUTH 618 FEET THEREOF) OF YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3, ALSO KNOWN AS YORKSHIRE PRIVATE FARMS, OF ALL OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32 AND PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452577, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3 AND 4 OF J. C. SPROAT'S RESUBDIVISION OF O. J. KANAK'S PLAT OF SURVEY (PLAT DOCUMENT NUMBER 684667) OF LOT 11 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 4 (ALSO KNOWN AS "BUTTERFIELD WOODS") OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J.C. SPROAT'S RESUBDIVISION RECORDED OCTOBER 23, 1954 AS DOCUMENT 734610, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

06 32 101 001 THROUGH 020;
06 32 101 022 THROUGH 026;
06 32 102 001 THROUGH 002;
06 32 102 004 THROUGH 011;
06 32 200 001.

PROPERTY ADDRESS:

SEC HIGHLAND AVENUE & 31ST STREET
DOWNERS GROVE, ILLINOIS

RE-100625

This indenture, made this 14th day of September A.D. 19 89, between
 LaSalle National Bank, a national banking association, Chicago, Illinois, as Trustee under the provisions of a Deed or Deeds
 in Trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 14th and 7th days
July and 86 and 110540 and
 of December 19 87, and known as Trust Number 112887, party of the first part, and _____
 respectfully

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as _____ party _____ of the second part.
 Trustee under Trust Agreement dated 9/14/89 and known as Trust No. 109199-00

(Address of Grantee(s): 33 North LaSalle Street
Chicago, Illinois 60602)

Witnesseth, that said party of the first part, in consideration of the sum of Ten and no/100ths
 _____ Dollars (\$ 10.00) and other good and valuable
 considerations in hand paid, does hereby grant, sell and convey unto said party _____ of the second part, the following
 described real estate, situated in _____ DuPage _____ County, Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The lien of that certain Mortgage dated December 8, 1986 recorded as Doc. #86-155786
 and amended by instruments dated July 29, 1988 and recorded as Doc. #88-088355, dated
 August 22, 1988 and recorded as Doc. #88-095922, and dated January 12, 1989 and recorded
 as Doc. #89-013659, shall not be released or cancelled and in no event shall the lien
 of said Mortgage as modified merge with the fee title in the real estate conveyed hereby.

Exempt under provisions of Paragraph M, Section 4,
 Real Estate Transfer Tax Act.

together with the tenements and appurtenances thereunto belonging.

9-18-89 Kana Smith
 Date Buyer, Seller, or Representative

To Have And To Hold the same unto said party _____ of the second part as aforesaid and to the proper use, benefit
 and behoof of said party _____ of the second part forever.

Property Address: Vacant Land Highland E 31st Streets, Downers Grove

Permanent Real Estate Index Number:

THIS CONVEYANCE IS MADE PURSUANT TO DIRECTION AND WITH AUTHORITY TO CONVEY
 DIRECTLY TO THE TRUST GRANTEE NAMED HEREIN. THE POWERS AND AUTHORITY CONFERRED
 UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED
 HEREIN BY REFERENCE.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the
 terms of said Deed or Deeds in Trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This Deed is
 made subject to the lien of every Trust Deed or Mortgage (if any there be) of record in said county affecting the said real estate or any
 part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name
 to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary, the day and year first
 above written.

Attest:

LaSalle National Bank
 as Trustee as aforesaid,

Assistant Secretary

By Joseph W. Lang
 Assistant Vice President

This instrument was prepared by:
Joseph W. Lang

LaSalle National Bank
 Real Estate Trust Department
 135 South LaSalle Street
 Chicago, Illinois 60690

R89-116177

CHARGE - DU PAGE CO. DWN.

89-07-089 L 2D SW

15pd

State of Illinois
County of Cook

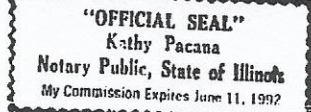
SS:

I, Kathy Pacana a Notary Public in and for said County,
in the State aforesaid, **Do Hereby Certify** that Joseph W. Lang

~~Assistant~~ Vice President of LaSalle National Bank, and Rosemary Collins

Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Vice President~~ Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of September, A.D. 19 89



Notary Public

To have and to hold the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such cases made and provided.

R89-116177

89 SEP 18 PM 12:45

RECORDER
DU PAGE COUNTY

Macney

Box No.	TRUSTEE'S DEED	Address of Property	LaSalle National Bank	Trustee To	LaSalle National Bank
					135 South LaSalle Street
					Chicago, Illinois 60690

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1: Lot 1 (except those parts described as follows: 1) beginning at the north west corner of said Lot 1 which is the intersection of the east right of way line of Highland Avenue and the center line of 31st Street; thence easterly along the center line of said 31st Street, 30 feet to a point; thence southerly parallel to the west line of said Lot 1, 50 feet to a point; thence westerly parallel to the north line of said Lot 1, 20 feet to a point; thence southerly and parallel to the west line of said Lot 1 to a point on the south line of said Lot 1; thence west along the south line of said Lot 1 to the south west corner of said Lot 1; thence north along the west line of said Lot 1, being the east right of way line of Highland Avenue, to the point of beginning; 2) beginning at the intersection of a line 60 feet east of and parallel to the center line of Highland Avenue and the south right of way line of 31st Street, and running thence south along said parallel line a distance of 85 feet; thence northeasterly to a point 15 feet easterly of and perpendicularly distant from said parallel line and 20 feet southerly of and perpendicularly distant from the south line of 31st Street; thence northeasterly to the south line of 31st Street; thence west along the south line of 31st Street to the point of beginning as dedicated for road purposes by document R70-11086), all of Lots 2 and 3, Lot 4 (except the west 10 feet thereof), Lot 5 (except that part described as follows: beginning at the north west corner of said Lot 5; thence easterly 10.0 feet on the northerly line of said Lot 5 to a point; thence southwesterly 50.99 feet to a point on the west line of said Lot 5 50.0 feet northerly of the south west corner of said Lot 5; thence north 50.0 feet on the westerly line of said Lot 5 to the point of beginning), all Lots 6, 7, 8, 9 and 10, Lot 12 (except that part thereof lying south of a straight line which line is 4.75 feet north of the south line of said Lot 12 as measured on the east line of said Lot 12 and 3.45 feet north of the south line of said Lot 12 as measured on the west line of said Lot 12), all Lots 13, 14, 15, 17, 18, 19, 20, 21 and 22, Lot 31 (except the north 50 feet), all Lots 32, 34, 35, 36, 37, 38, 39 and 40, Lot 41 (except that part thereof lying south of a straight line which is 3.40 feet north of the south line of said Lot 41 as measured on the east line of said Lot 41 and 4.75 feet north of the south line of said Lot 41 as measured on the west line of said Lot 41), all in York Township Supervisor's Assessment Plat No. 4 (also known as Butterfield Woods) of part of the south west 1/4 of Section 29 and the north west 1/4 of Section 32, Township 39 north, range 11 east of the third principal meridian, according to the plat thereof recorded August 23, 1943 as Document 452578, in DuPage County, Illinois.

Parcel 2: Lot P (except the south 618 feet thereof) of York Township Supervisor's Assessment Plat No. 3, also known as Yorkshire Private Farms, of all of the north west 1/4 of the north east 1/4 of Section 32 and part of the south east 1/4 of Section 29, Township 39 north, range 11 east of the third principal meridian, according to the plat thereof recorded August 23, 1943 as Document 452577, in DuPage County, Illinois.

EXHIBIT "A" - Page 4

06-32-101-001
06-32-101-002
06-32-101-003
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06-32-102-010
06-32-102-011
06-32-200-001

Flaherty

Parcel 3: Lots 1, 2, 3 and 4 of J. C. Sproat's resubdivision of O. J. Kanak's plat of survey (plat document number 684667) of Lot 11 in York Township Supervisor's Assessment Plat Number 4 (also known as "Butterfield Woods") of part of the south west 1/4 of Section 29 and the north west 1/4 of Section 32, Township 39 north, range 11 east of the third principal meridian, according to the plat of said J.C. Sproat's resubdivision recorded October 23, 1954 as Document 734610, in DuPage County, Illinois.

Parcel 4: Lots 1 through 9, Lot 14, Lots 17 through 22, Lots 31 and 32, and Lots 34 through 36 in York Township Supervisor's Assessment Plat No. 4, a part of the Southwest Quarter of Section 29 and the Northwest Quarter of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois, recorded on August 23, 1943, as Document No. 452578, in DuPage County, Illinois

R89-051146

89MAY-2 PM 4:00

RECORDER
DU PAGE COUNTY*Plasney*

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, American National Bank and Trust Company of Chicago a national banking association, does hereby assign and convey unto WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation, all of its right, title and interest in and to that certain Mortgage made as of December 8, 1986 by LASALLE NATIONAL BANK as Trustee under Trust Agreement dated July 14, 1986 and known as Trust No. 110540 to the Assignor, which Mortgage was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as Document No. R86-155786, as amended by Mortgage Modification Agreement dated July 29, 1988 and recorded in such Recorder's Office as Document No. R88-088355, further amended by Mortgage Modification and Extension Agreement dated August 22, 1988 and recorded in such Recorder's Office as Document No. R88-095922, and further amended by Mortgage Extension Agreement dated January 12, 1989 and recorded in such Recorder's Office as Document R89-013659, all relating to a parcel of real estate situated in DuPage County, Illinois and legally described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 27th day of April, 1989.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGOBy: *James E. Phillipp*

Second Vice President

STATE OF ILLINOIS

COUNTY OF COOK

SS

The foregoing instrument was acknowledged before me this 27th day of April, 1989, by JAMES E. PHILLIPP, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

My Commission Expires:

2/9/93THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Livingston Fairbank, Jr., Esq.
Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601

LF0305 04/26/89 1116

Leah Thomas

Notary Public

"OFFICIAL SEAL"

Leah Thomas
Notary Public, State of Illinois
My Commission Expires 2/9/93

10p

EXHIBIT A

TO

MORTGAGE

LEGAL DESCRIPTION

PARCEL 1: LOT 1 (EXCEPT THOSE PARTS DESCRIBED AS FOLLOWS: 1) BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE CENTER LINE OF 31ST STREET; THENCE EASTERLY ALONG THE CENTER LINE OF SAID 31ST STREET, 30 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT 1, 50 FEET TO A POINT; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID LOT 1, 20 FEET TO A POINT; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, BEING THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE, TO THE POINT OF BEGINNING; 2) BEGINNING AT THE INTERSECTION OF A LINE 60 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF HIGHLAND AVENUE AND THE SOUTH RIGHT OF WAY LINE OF 31ST STREET, AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 85 FEET; THENCE NORTHEASTERLY TO A ...

PARALLEL LINE AND 20 FEET SOUTHERLY OF AND PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF 31ST STREET; THENCE NORTHEASTERLY TO THE SOUTH LINE OF 31ST STREET; THENCE WEST ALONG THE SOUTH LINE OF 31ST STREET TO THE POINT OF BEGINNING AS DEDICATED FOR ROAD PURPOSES BY DOCUMENT R70-11086), ALL OF LOTS 2 AND 3, LOT 4 (EXCEPT THE WEST 10 FEET THEREOF), LOT 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 5; THENCE EASTERLY 10.0 FEET ON THE NORTHERLY LINE OF SAID LOT 5 TO A POINT; THENCE SOUTHWESTERLY 50.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5 50.0 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 5; THENCE NORTH 50.0 FEET ON THE WESTERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING), ALL LOTS 6, 7, 8, 9 AND 10, LOT 12 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH LINE IS 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE EAST LINE OF SAID LOT 12 AND 3.45 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE WEST LINE OF SAID LOT 12), ALL LOTS 13, 14, 15, 17, 18, 19, 20, 21 AND 22, LOT 31 (EXCEPT THE NORTH 50 FEET), ALL LOTS 32, 34, 35, 36, 37, 38, 39 AND 40, LOT 41 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH IS 3.40 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE EAST LINE OF SAID LOT 41 AND 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE WEST LINE OF SAID LOT 41), ALL IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 (ALSO KNOWN AS BUTTERFIELD WOODS) OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2: LOT P (EXCEPT THE SOUTH 618 FEET THEREOF) OF YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3, ALSO KNOWN AS YORKSHIRE PRIVATE FARMS, OF ALL OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32 AND PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452577, IN DUPAGE COUNTY, ILLINOIS

PARCEL 3: LOTS 1, 2, 3 AND 4 OF J. C. SPROAT'S RESUBDIVISION OF O. J. KAMAR'S PLAT OF SURVEY (PLAT DOCUMENT NUMBER 684467) OF LOT 11 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 4 (ALSO KNOWN AS "BUTTERFIELD WOODS") OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J. C. SPROAT'S RESUBDIVISION RECORDED OCTOBER 23, 1934 AS DOCUMENT 734610, IN DUPAGE COUNTY, ILLINOIS

R89-051146

(RINS)

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06 - 32 - 102 - 006
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06 - 32 - 101 - 011
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06 - 32 - 101 - 010
06 - 32 - 102 - 008
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06 - 32 - 101 - 003
06 - 32 - 101 - 016
06 - 32 - 101 - 018

P/A
vacant property
31st St & Highland Ave.
Downers Grove IL
60515

R89-051146

R89-163628

80 DEC 29 PM 12:45

RECORDED
DU PAGE COUNTY

Property Address: SEC Highland Avenue & 31st St., Downers Grove, IL
 Permanent Real Estate Tax Index Numbers: See EXHIBIT A attached hereto

PREPARED BY:

Freeman, Kohn & Kasanov
 2 North LaSalle Street
 Suite 1400
 Chicago, Illinois 60602

FKK 89-52-1 12/28/89

RETURN TO:

Freeman, Kohn & Kasanov
 2 North LaSalle Street
 Suite 1400
 Chicago, Illinois 60602

89521XB.912

I N D E M N I T Y M O R T G A G E

THIS INDEMNITY MORTGAGE is made as of December 27, 1989 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated September 14, 1989 and known as Trust Number 109199-00, whose post office address is 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagor") and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation, whose post office address is One Oxford Centre, 301 Grant Street Pittsburgh, Pennsylvania 15219 (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

A. As the request of the Mortgagor, and to facilitate the granting of a first mortgage construction loan to the Mortgagor for the benefit of Mortgagor's beneficiary by LASALLE NATIONAL BANK, a national banking association ("LaSalle Bank"), Mortgagee has executed and delivered to LaSalle Bank a certain GUARANTY bearing even date herewith (the "Guaranty Agreement"), whereby Mortgagee guaranteed to LaSalle: (i) the payment of a certain PROMISSORY NOTE of the Mortgagor payable to the order of LaSalle, bearing even date herewith, in the principal amount of TWENTY-EIGHT MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$28,450,000.00) (which PROMISSORY NOTE, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified or extended, is hereinafter sometimes called the "LaSalle Note"); and (ii) the performance of certain other obligations of Mortgagor and its beneficiary to LaSalle in connection with the LaSalle Note and the collateral therefor granted to LaSalle. The LaSalle Note provides, among other things, for final payment of principal and interest, if not sooner paid or payable as provided therein, to be due on December 31, 1991.

B. To induce the Mortgagee to issue the Guaranty Agreement to LaSalle: (i) Mortgagor has executed and delivered to Mortgagee a certain REIMBURSEMENT AGREEMENT bearing even date herewith (the "Reimbursement Agreement"), whereby Mortgagor agreed to reimburse Mortgagee for any and all funds advanced and obligations incurred by the Mortgagee on account of the issuance of the Guaranty by the Mortgagee to LaSalle; and (ii) Mortgagor has agreed to secure its

CHARGE - DU PAGE CO. DOW

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obligations to the Mortgagee under the Reimbursement Agreement by granting this Mortgage to the Mortgagee.

C. All indebtedness and obligations incurred by the Mortgagee under and in accordance with (i) the performance by Mortgagee of Mortgagee's obligations under the Guaranty Agreement or (ii) this Mortgage, together with (1) any additional indebtedness incurred by the Mortgagee on account of any future payments or advances or expenditures made by Mortgagee pursuant to the Guaranty Agreement or Mortgagee's rights under the Reimbursement Agreement or this Mortgage and (2) any additional sums with interest thereon which may be advanced under any documents given by Mortgagor or its beneficiary to the Mortgagee are hereinafter sometimes collectively referred to as the "indebtedness".

NOW, THEREFORE, Mortgagor, to secure payment of the indebtedness and the performance of the covenants and agreements herein contained to be performed by Mortgagor, for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, hereby agrees and covenants that:

Granting Clauses

1. Mortgagor hereby irrevocably and absolutely does by these presents grant, mortgage, convey, transfer, assign, bargain, and sell to Mortgagee and its successors and assigns, with all powers of sale (if any) and all statutory rights under the laws of the State of Illinois, all of Mortgagor's present and hereafter acquired estate, right, title and interest in, to and under, and grants to Mortgagee a security interest in, the following:

(a) The real property described in EXHIBIT A attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now or hereafter erected thereupon and together with the fixtures and personal property hereinafter described (which real property, buildings, structures, improvements, fixtures and personal property is hereinafter sometimes referred to as the "Premises"); and

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining, whether now or in the future, and all the rents, issues and profits therefrom;

(c) All right, title and interest, if any, of Mortgagor, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining said Premises; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining said Premises;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said Premises, or any part thereof, or used or usable in connection with any construction on or any present or future

RG-153620

operation of said Premises, now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on said Premises or in warehouses and intended to be used in connection with or incorporated into said Premises; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the said Premises and are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Premises; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Premises as a result of: (1) the exercise of the right of eminent domain; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Mortgagee and its successors and assigns forever, for the uses and purposes herein expressed.

THIS MORTGAGE IS GIVEN TO SECURE:

(1) Payment of the indebtedness;

(2) Payment of such sums with interest thereon which may hereafter be advanced to LaSalle Bank under the Guaranty Agreement even though the aggregate amount outstanding at any time may exceed the original principal balance stated in the LaSalle Note [provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the LaSalle Note]; and

(3) The due, prompt and complete performance of each and every covenant, condition and agreement of Mortgagor and of its Beneficiary contained in this Mortgage, in the Reimbursement Agreement or in any other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the indebtedness evidenced by the Reimbursement Agreement (the

REC-153520

Reimbursement Agreement, this Mortgage, and all other security instruments given at any time to secure the Reimbursement Agreement are hereinafter sometimes collectively referred to as the "Reimbursement Documents").

**Maintenance, Repair and Restoration of
Improvements, Payment of Prior Liens, etc.**

2. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed, such buildings or improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws), ordinance or other governmental regulation in effect from time to time affecting the Premises and the use thereof, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no alterations in said Premises; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance without Mortgagee's written consent; and (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of said Reimbursement Agreement.

Payment of Taxes

3. Mortgagor shall pay before any penalty or interest attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

Tax Deposits

4. Intentionally deleted.

Mortgagee's Interest In and Use of Deposits

5. Intentionally deleted.

Insurance

6. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures,

REC-166620

equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee clauses or loss payable clauses to the Mortgagee or naming the Mortgagee as an additional insured and shall provide for at least 30 days prior written notice of cancellation to Mortgagee without cost to the Mortgagee as well as a waiver of subrogation endorsement, all as required by the Mortgagee, in form and content acceptable to Mortgagee. At Mortgagee's option all policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. Upon request by Mortgagee, Mortgagor shall furnish Mortgagee evidence of the replacement cost of the Premises without cost to the Mortgagee. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises to include: (i) all risk coverage insurance (including vandalism and malicious mischief) for an amount equal to not less than ninety percent (90%) of the full replacement cost of the improvements and fixtures located on the Premises, written on a replacement cost basis and with a replacement cost endorsement (without depreciation) and an agreed amount endorsement pertaining to the co-insurance clause. If at any time a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier; (ii) rent loss insurance insuring against loss arising out of the perils insured against in the policy or policies referred to in Subsection (i) above, in an amount equal to not less than gross revenue from the premises for six months from the operation and rental of all improvements now or hereafter forming part of the Premises, based upon one hundred percent (100%) occupancy of such improvements, less any allocable charges and expenses which do not continue during the period of restoration; (iii) comprehensive general public liability and property damage insurance with a broad form coverage endorsement for an amount as reasonably required from time to time by the Mortgagee but not less than THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises; (iv) flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available; (v) insurance covering pressure vessels, pressure piping and machinery, if any, and all major components of any centralized heating or air-conditioning systems located in the buildings and improvements forming part of the Premises, in an amount

satisfactory to Mortgagee, such policies also to insure against physical damage to such buildings and improvements arising out of peril covered thereunder; and (vi) such other insurance that may be required from time to time by Mortgagee.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

Insurance Premium Deposits

7. Intentionally deleted.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

8. In case of loss or damage by fire or other casualty, Mortgagor shall immediately give Mortgagee and the insurance companies that have insured against such risks, notice of such loss or damage.

Subject to the rights of the holder of the "First Note" secured by the "First Mortgage" referred to in Paragraph 34 below, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds, after deducting therefrom any expenses incurred in the collection thereof, may, at the option of the Mortgagee, be applied in the reduction of the indebtedness secured hereby, whether due or not, in such order as Mortgagee shall determine, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto and under the conditions that the Mortgagee may require. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Mortgagee.

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Stamp Tax

9. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Reimbursement Agreement hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Reimbursement Agreement secured hereby.

Observance of Lease Assignment

10. Intentionally deleted.

Effect of Extensions of Time

11. If the payment of said indebtedness, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness be released, or if any person or entity liable for the payment of the indebtedness be released, or if the Mortgagee takes other or additional security for the payment of the indebtedness, or if the Mortgagee waives or fails to exercise any right granted herein, or in the Reimbursement Agreement secured hereby, or in any other instrument given to secure the payment hereof, all persons now or at any time hereafter liable for the payment of the indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

Effect of Changes in Laws Regarding Taxation

12. In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare a default hereunder.

RB2-163628

Mortgagee's Performance of Defaulted Acts

13. In case of default herein, Mortgagee may, but need not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, 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 said Premises or contest any tax or assessment or cure any default of landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraphs 9 and 12 hereof or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Reimbursement Agreement. 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 Mortgagor.

Mortgagee's Reliance on Tax Bills, Etc.

14. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) 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.

Default

15. If: (a) default be made in the due and punctual payment of any sums due Mortgagee under the Reimbursement Agreement secured hereby, or any payment due in accordance with the terms thereof; or (b) any of the following events shall occur: (i) the entry of a decree or order for relief by a court having jurisdiction in respect of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Reimbursement Agreement secured hereby, in any involuntary case under the Federal Bankruptcy Laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Reimbursement Agreement secured hereby or any substantial part of the property of any such person or entity, or for the winding up or liquidation of the affairs of any such person or entity and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or (ii) the

REC-153523

commencement by the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Reimbursement Agreement secured hereby or of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or any other similar laws or the consent by any such person or entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Reimbursement Agreement secured hereby or of any substantial part of the property of any such person or entity or the making by any such person or entity of an assignment for the benefit of creditors or the failure of any such person or entity generally to pay the debts of any such person or entity as such debts become due, or the taking of action by any such person or entity in furtherance of any of the foregoing; or (c) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor; or (d) default shall be made in the due observance or performance of any of the covenants, agreements or conditions contained and required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in any other instrument given to secure the payment of the Reimbursement Agreement secured hereby; or (e) any warranty, representation, certification, financial statement, or other information furnished or to be furnished by or on behalf of Mortgagor or any guarantor of the Reimbursement Agreement to Mortgagee to induce Mortgagee to issue the Guaranty Agreement proves to have been materially inaccurate or false in any material respect when made, then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor and an event of default shall be deemed to have occurred hereunder. If an event of default occurs hereunder while any insurance proceeds or condemnation awards are being held by the Mortgagee, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

Foreclosure; Expense of Litigation

16. 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 for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such

decree the true condition of the title to or the 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 attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, said Reimbursement Agreement or said Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate of interest as set forth in the Reimbursement Agreement and shall be secured by this Mortgage.

Application of Proceeds of Foreclosure Sale

17. The proceeds of any foreclosure 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 the preceding paragraph hereof; second, all other items which may, under the terms hereof or of the Reimbursement Agreement or under any other instrument given to secure the Reimbursement Agreement, constitute indebtedness additional to that evidenced by the Reimbursement Agreement, with interest thereon as herein or therein provided and all principal and interest and other sums (including prepayment premiums) remaining unpaid on the Reimbursement Agreement; and third, any overplus to any party entitled thereto as their rights may appear.

Appointment of Receiver

18. 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 said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 the Mortgagee hereunder or any holder of the Reimbursement Agreement may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect 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 from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any 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 foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

Rights Cumulative; Modification

19. Each right, power and remedy herein conferred upon the 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 by the 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 the 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. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Mortgagee's Right of Inspection

20. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Condemnation

21. Subject to the rights of the holder of the "First Note" secured by the "First Mortgage" referred to in Paragraph 34 below, Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Premises, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require. In any event, the buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

R80-163628

**Release Upon Payment and Discharge
of Mortgagor's Obligations**

22. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Giving of Notice

23. All notices required or permitted under this instrument shall be in writing and shall be by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; or (iii) certified mail, return receipt requested, addressed to the address for notices by United States Mail, postage prepaid.

All notices shall be deemed received upon the earliest to occur of: (a) the hand delivery of such notice to the address for notices; (b) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (c) three (3) days after depositing the notice in the United States Mail as set forth in (iii) above. All notices shall be addressed to the following addresses:

If to Mortgagor:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but as Trustee under Trust Agreement
dated September 14, 1989 and known
as Trust Number 109199-00
33 North LaSalle Street
Chicago, Illinois 60690

With a copy to each of:

HIGHLAND ASSOCIATES LIMITED PARTNER-
SHIP
c/o COHEN FINANCIAL CORPORATION
2 North LaSalle Street, Suite 1400
Chicago, Illinois 60602
Attention: Mr. Donald R. James

- and -

FREEMAN, KOHN & KASANOV
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

If to Mortgagee:

WESTINGHOUSE CREDIT CORPORATION
One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15219
Attention: Senior Vice President,
Real Estate Finance

REC-163628

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

Waiver of Defense

24. Intentionally deleted.

Waiver of Statutory Rights

25. Mortgagor shall not, and will not, apply for or avail itself of any appraisal, 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 or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates 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. 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, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

Furnishing of Financial
Statements to Mortgagee

26. Mortgagor covenants and agrees that it (or its beneficiary if the owner of the Premises is a trustee) will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

(a) in accordance with generally accepted accounting practices consistently applied; or

(b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

Mortgagor covenants and agrees to furnish, or cause to be furnished to the Mortgagee, annually, within ninety (90) days of the end of each fiscal year of the Mortgagor (or its beneficiary if the owner of the Premises is a trustee) a copy of an audit of the operations of the improvements on the Premises, prepared by a Certified Public Accountant satisfactory to the Mortgagee of recognized standing in the accounting profession, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. The accountant's certificate to the audit report shall be unqualified and shall certify that in substance the accountant examined, in accordance with generally accepted auditing standards such records of

R39-163628

Mortgagor (or its beneficiary if the owner of the Premises is a trustee) as deemed necessary for such certification and that those statements are in accordance with generally accepted and sound accounting principles applied on a consistent basis; or such certificate may be qualified to the extent that: (i) the audit report is not in accordance with generally accepted accounting principles because the audit report is on a cash basis or other recognized comprehensive basis of accounting; and/or (ii) there are significant uncertainties affecting the audit report, to the extent that such uncertainties exist and are described in such report.

Filing and Recording Fees

27. Mortgagor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Reimbursement Agreement and this Mortgage.

Business Purpose

28. Mortgagor agrees that all of the sums of money which may be advanced by the Mortgagee to or for the benefit of LaSalle Bank under the Guaranty Agreement will be advanced by Mortgagee solely for business purposes and in furtherance of the regular business affairs of the Mortgagor and Mortgagor's beneficiary, and the entire principal obligation secured hereby therefore will constitute: (i) a "business loan" as that term is defined in, and for all purposes of, Section 4(1)(c) of paragraph 6404, Chapter 17 of the Illinois Revised Statutes; and (ii) "a loan secured by a mortgage on real estate" within the purview and operation of Section 4(1)(1) of paragraph 6404 of Chapter 17 of said Statutes.

Exculpatory

29. This Mortgage is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Reimbursement Agreement contained shall be construed as creating any liability on AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay any sums due under the Reimbursement Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally is concerned the legal holder or holders of said Reimbursement Agreement and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof: (a) to the Premises hereby conveyed,

R89-163628

by the enforcement of the lien hereby created, in the manner herein and in said Reimbursement Agreement provided; (b) to any other security given to secure the payment of said Reimbursement Agreement; and (c) to the personal liability of each guarantor (if any) of the payment of the Reimbursement Agreement and the performance of the Mortgage hereunder.

Miscellaneous

30. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Mortgagee to the transfer of any interest in the Premises), 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 said Reimbursement Agreement 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 Reimbursement Agreement secured hereby.

If one or more of the provisions contained in this Mortgage or in the Reimbursement Agreement secured hereby, or in any other security documents given to secure the Reimbursement Agreement secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Reimbursement Agreement secured hereby or such other security documents; and this Mortgage, the Reimbursement Agreement secured hereby or such other security documents shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and of all other documents evidencing or securing the indebtedness shall be construed in accordance with the laws of the State of Illinois.

Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement.

Mortgagor, on written request of the Mortgagee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the

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1536529

Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale 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.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the Recorder of Deeds or Registrar of Titles in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

All agreements between Mortgagor and Mortgagee (including, without limitation, those contained in this Mortgage and the Reimbursement Agreement) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or the Reimbursement Agreement or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, the Mortgagee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the principal indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

Security Agreement

31. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter in this paragraph referred to as the "Code") with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 4, 7, 8 and 21 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in EXHIBIT A or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral", and that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee and the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants and

RCG-163629

provisions hereof. In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, now is and will be free and clear of liens, encumbrances or security interest of others. Mortgagor shall, upon demand, 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 first perfected security interest in the Deposits and Collateral, subject to no liens, encumbrances or security interests of others.

This Mortgage also constitutes a financing statement for the purpose of Section 9-402 of the Code and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of Cook County, Illinois.

(1) Name of Debtor:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but as Trustee under Trust Agreement
dated September 14, 1989 and known
as Trust Number 109199-00

Debtor's Mailing Address:

33 North LaSalle Street
Chicago, Illinois 60690

REC-153629

Address of Property: SEC Highland Avenue & 31st Street
Downers Grove, Illinois 60515

Name of Secured party: WESTINGHOUSE CREDIT CORPORATION, a
Delaware corporation

Address of Secured party: One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15219

(2) This financing statement covers the Collateral.

(3) Some of the above goods are or are to become fixtures on the real property described herein. Mortgagor is the recorded owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

**Default on Sale or
Further Encumbrance**

32. Mortgagor covenants and agrees that Mortgagee, at its option, has the unqualified right to declare an event of default hereunder and under the Reimbursement Agreement secured hereby, in the event that:

(a) Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing, excluding however (i) the "First Mortgage" described in Paragraph 34 below and (ii) any sale from time to time of portions of the Premises in the ordinary course of business of Mortgagor or its beneficiary, provided that the proceeds thereof are applied in accordance with the said First Mortgage;

(b) The beneficiary of Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, assign or create a security interest in the beneficial interest, or any part thereof, in Mortgagor, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(c) Any general partner of the beneficiary of Mortgagor or any general partner of any partnership which is a general partner of the beneficiary of Mortgagor shall, without the prior written consent of the Mortgagee, sell, transfer, convey, assign or create a security interest in the general partnership interest owned by any such general partner, or any part thereof, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(d) Mortgagor shall, without the prior written consent of Mortgagee, directly or indirectly, create, suffer or permit to be created or filed against the Premises, or any portion thereof, or against the rents, issues or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges described in Paragraph 2 above), any mortgage lien, security interest, or other lien or encumbrance, except

RB 9-153628

the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Mortgage.

Environmental Matters; Notice; Indemnity.

33. (a) Mortgagor will not, and Mortgagor's beneficiary will not, install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor transport to or from the Premises, any "Hazardous Substance" (as defined below) nor allow any other person or entity to do so except in amounts and under conditions permitted by applicable laws, regulations and ordinances.

(b) Mortgagor and Mortgagor's beneficiary will keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any "Environmental Law" (as defined below).

(c) Mortgagor or Mortgagor's beneficiary will give prompt written notice to Mortgagee of:

(1) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(2) all claims made or threatened by any individual or entity against Mortgagor or Mortgagor's beneficiary or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(3) the discovery by Mortgagor or Mortgagor's beneficiary of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(d) Mortgagee shall have the right and privilege to:

- (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises under any Environmental Law; and to
- (ii) have all costs and expenses thereof (including without limitation Mortgagee's reasonable attorneys' fees and costs) paid by Mortgagor.

(e) Mortgagor shall protect, indemnify and hold Mortgagee and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, cost, expense and liability (including without limitation reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the

REC-163628

Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu whereof.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Mortgagor or Mortgagor's beneficiary shall within thirty (30) days after written demand for the performance by Mortgagee (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Mortgagee and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the indebtedness secured hereby.

(g) (1) The term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Federal Hazardous Materials Transportation Act, as amended; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County in which the Premises is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

(2) The term "Hazardous Substance" means and includes, without limitation: (i) those substances included within the

REC-163628

definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws; (ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to §307 or §311 of the Clean Water Act (33 U.S.C. §§1251 et. seq.); (D) explosive; or (E) radioactive.

First Mortgage

34. This Mortgage is subject, junior and subordinate to that certain mortgage bearing even date herewith in favor of LASALLE NATIONAL BANK, a national banking association, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 881-11631024, which mortgage secures a note of the Mortgagor in the original principal amount of TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$28,500,000.00). Said mortgage is herein called the "First Mortgage" and the note secured thereby is hereinbefore called the "LaSalle Note" and is hereinafter called the "First Note".

If the First Mortgage or the First Note shall be in default for any reason and Mortgagor fails to cure said default within five (5) days of the occurrence of said default, or should any suit be commenced to enter judgment on the First Note or to foreclose the First Mortgage, such default or commencement of foreclosure or commencement of suit shall constitute a default under this Mortgage; and Mortgagee may, but shall not be required to, cure any such default and/or perform such acts that may be necessary to secure the dismissal of any such suit, and all monies advanced for that purpose, with interest thereon at the rate of interest as set forth in the Reimbursement Agreement from the time of the advance or advances therefor shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

Mortgagor agrees that Mortgagor will not consent to the modification or amendment of the First Note, the First Mortgage or any other instruments securing the First Note without the prior written consent of the Mortgagee.

Mortgagor hereby represents, covenants and agrees that:

(a) This Mortgage is lawfully executed and delivered in conformity with the First Mortgage.

(b) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed

under the First Mortgage and under the First Note and will do all things necessary to preserve and to keep the First Mortgage and the First Note free from default.

(c) Mortgagor will promptly notify the Mortgagee in writing of any default in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor to be performed under the First Mortgage and the First Note.

(d) Mortgagor will (i) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice (other than notices customarily sent on a regular periodic basis) from the mortgagee under the First Mortgage and the holder of the First Note, and (ii) promptly cause to be delivered to the Mortgagee a copy of each such notice received by the mortgagor from the mortgagee under the First Mortgage and from the holder of the First Note.

(e) Mortgagor will not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the First Note or the mortgagee under the First Mortgage waives, postpones, extends, reduces, or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of the First Mortgage or the First Note or modifies any provision thereof.

(f) Mortgagor will, within ten (10) days after written demand from the Mortgagee, use its best efforts to obtain from the mortgagee of the First Mortgage and the holder of the First Note and deliver to the Mortgagee a certificate stating that the First Mortgage and the First Note are in full force and effect, and unmodified, that no notice of default thereunder has been served on the mortgagor thereunder and stating whether or not there are any defaults thereunder, and specifying the nature of such defaults, if any.

(g) Mortgagor will use its best efforts to furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the mortgagor pursuant to the First Mortgage and the First Note and proof of payment of which is required to be paid by the Mortgagor pursuant to the First Mortgage and the First Note.

(h) Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under the First Mortgage and the First Note or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the Premises.

The generality of the provisions of this section relating to the First Mortgage and First Note shall not be limited to other provisions of this Mortgage setting forth particular obligations of the Mortgagor which are also required of the mortgagor under the First Mortgage and the First Note.

RB-163628

[illegible]

By: _____
Its: _____ **VICE PRESIDENT**

By: [Signature]
Its: ASSISTANT SECRETARY

DEC 28 1989

My commission expires:

NOTARY PUBLIC
My Commission Expires 8/24/90

RR-153628

EXHIBIT ALEGAL DESCRIPTIONPARCEL 1:

LOT 1 [EXCEPT THOSE TWO PARTS DESCRIBED AS FOLLOWS: (1) BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE AND THE CENTER LINE OF 31ST STREET; THENCE EASTERLY ALONG THE CENTER LINE OF SAID 31ST STREET, 30 FEET TO A POINT; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID LOT 1, 50 FEET TO A POINT; THENCE WESTERLY; PARALLEL TO THE NORTH LINE OF SAID LOT 1, 20 FEET TO A POINT; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, BEING THE EAST RIGHT OF WAY LINE OF HIGHLAND AVENUE, TO THE POINT OF BEGINNING; (2) BEGINNING AT THE INTERSECTION OF A LINE 60 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF HIGHLAND AVENUE AND THE SOUTH RIGHT OF WAY LINE OF 31ST STREET, AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 85 FEET; THENCE NORTHEASTERLY TO A POINT 15 FEET EASTERLY OF AND PERPENDICULARLY DISTANT FROM SAID PARALLEL LINE AND 20 FEET SOUTHERLY OF AND PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF 31ST STREET; THENCE NORTHEASTERLY TO THE SOUTH LINE OF 31ST STREET; THENCE WEST ALONG THE SOUTH LINE OF 31ST STREET TO THE POINT OF BEGINNING AS DEDICATED FOR ROAD PURPOSES BY DOCUMENT R70-11086], ALL OF LOTS 2 AND 3, LOT 4 (EXCEPT THE WEST 10 FEET THEREOF), LOT 5 (EXCEPT THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 5; THENCE EASTERLY 10.0 FEET ON THE NORTHERLY LINE OF SAID LOT 5 TO A POINT; THENCE SOUTHWESTERLY 50.99 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5 50.0 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 5; THENCE NORTH 50.0 FEET ON THE WESTERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING), ALL OF LOTS 6, 7, 8, 9 AND 10, LOT 12 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH LINE IS 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE EAST LINE OF SAID LOT 12 AND 3.45 FEET NORTH OF THE SOUTH LINE OF SAID LOT 12 AS MEASURED ON THE WEST LINE OF SAID LOT 12), ALL OF LOTS 13, 14, 15, 17, 18, 19, 20, 21 AND 22, LOT 31 (EXCEPT THE NORTH 50 FEET), ALL OF LOTS 32, 34, 35, 36, 37, 38, 39 AND 40, LOT 41 (EXCEPT THAT PART THEREOF LYING SOUTH OF A STRAIGHT LINE WHICH IS 3.40 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE EAST LINE OF SAID LOT 41 AND 4.75 FEET NORTH OF THE SOUTH LINE OF SAID LOT 41 AS MEASURED ON THE WEST LINE OF SAID LOT 41), ALL IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 (ALSO KNOWN AS BUTTERFIELD WOODS) OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452578, IN DUPAGE COUNTY, ILLINOIS.

R89-163628

PARCEL 2:

LOT P (EXCEPT THE SOUTH 618 FEET THEREOF) OF YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 3, ALSO KNOWN AS YORKSHIRE PRIVATE FARMS, OF ALL OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32 AND PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452577, LN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3 AND 4 OF J. C. SPROAT'S RESUBDIVISION OF O. J. KANAK'S PLAT OF SURVEY (PLAT DOCUMENT NUMBER 684667) OF LOT 11 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 4 (ALSO KNOWN AS "BUTTERFIELD WOODS") OF PART OF THE SOUTH WEST 1/4 OF SECTION 29 AND THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J.C. SPROAT'S RESUBDIVISION RECORDED OCTOBER 23, 1954 AS DOCUMENT 734610, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

06 32 101 THROUGH 009,
06 32 101 022 THROUGH 025,
06 32 101 014 THROUGH 020,
06 32 102 THROUGH 002,
06 32 102 004 THROUGH 011,
06 32 200 001, 06 32 101 010 THROUGH 012

PROPERTY ADDRESS:

SEC HIGHLAND AVENUE & 31ST STREET
DOWNERS GROVE, ILLINOIS

R88-163628