

DEED IN TRUST

R92-256282

92 DEC 31 PM 3:15

RECORDER
DU PAGE COUNTY

Marney

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor **First Hotel Investment Corporation**
a Delaware Corporation
of the County of _____ and State of **Delaware** for and in consideration of
One and 00/100 Dollars, and other good and valuable considerations in
hand paid, Conveys and Warrant S unto **HARRIS BANK**
HINSDALE, a corporation organized and existing under the laws of the United States of America,
whose address is First and Lincoln, Hinsdale, Illinois 60522, as Trustee under the provisions of a trust
agreement dated the **17th day of December**, 1992, known as Trust Number L-3126 the
following described real estate in the County of **DuPage** and State of Illinois.

See attached Exhibit "A"
Subject to:

1. Permitted Exceptions (attached as Exhibit "B")
2. 1992 real estate taxes.

The Property is being conveyed "as is", "where is", "with all
faults", and WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR
IMPLIED, OF ANY NATURE OR SORT (EXCEPT THE SPECIAL WARRANTY
OF TITLE CONTAINED HEREIN) INCLUDING WITHOUT LIMITATION, ANY
WARRANTY OF MERCHANTABILITY, FITNESS OR USE FOR A PARTICULAR
PURPOSE OR OTHERWISE.

P/A VACANT LAND - SE CORNER OF 31ST AND
HIGHLAND, DOWNERS GROVE, IL 60515

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the 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 present or 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
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 stated above.

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 case made and
provided.

And the said grantor hereby expressly waive and release any and all right or tenent under and by virtue of any and all statutes of the State of Illinois,
providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid ha hereunto set hand and seal this **31st** day of
DECEMBER 19 **92**

FIRST HOTEL INVESTMENT CORPORATION

(Seal) By: *Marc S. Pollack* (Seal)

(Seal) Its: *Vice President* (Seal)

Prepared by: *THOMAS BURCH, 90 JONES DAY, 77 W. WACKER DR.,
CHICAGO, IL 60601*

State of **ILLINOIS** 1. **ALAN R. KALAS**, a Notary Public in and for said County, in
County of **DUPAGE** SS. the state aforesaid, do hereby certify that **MARC S. POLLACK,**
VICE PRESIDENT OF FIRST HOTEL
INVESTMENT CORPORATION

personally known to me to be the same person whose name subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that **HE** signed, sealed and
delivered the said instrument as **HIS** free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this **31st** day of **DECEMBER** 19 **92**

Notary Public

"OFFICIAL SEAL"
Alan R. Kalas
Notary Public, State of Illinois
My Commission Expires 3/15/95

After recording return to:



Attention: Trust Division

50 S. Lincoln St.
Hinsdale, IL 60522
920-7000 • Member FDIC

For information only insert address of above described property
Harris Bank Hinsdale

Mail tax bills to: **1603 16th Street**

Oak Brook, Illinois 60521

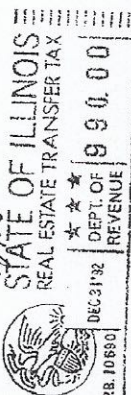
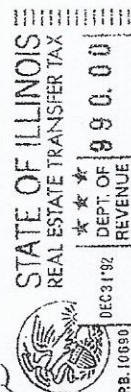


EXHIBIT "A"

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEC31'92 DEPT. OF REVENUE \$60.00
RB.10690

PARCEL 1: LOT 1 (EXCEPT THOSE TWO PARTS DESCRIBED AS FOLLOWS: (1) BEGINNING AT THE NORTHWEST 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 SOUTHWEST 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 NORTHWEST 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 SOUTHWEST 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 SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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 NORTHWEST 1/4 OF THE NORTHEAST 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 SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEC31'92 DEPT. OF REVENUE \$990.00
RB.10690

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DEC31'92 DEPT. OF REVENUE \$990.00
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PERMANENT INDEX NUMBER 06 32 101 001 - AFFECTS LOT 1 (EXCEPT TOLLWAY E 2 8) IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 002 - AFFECTS LOT 2 AND THE WEST 1/2 OF LOT 3 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 003 - AFFECTS THE EAST 1/2 OF LOT 3 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 004 - AFFECTS LOT 4 (EXCEPT E 2 82) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 005 - AFFECTS LOT 5 (EXCEPT E 2 83) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 006 - AFFECTS LOTS 6 AND 7 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 007 - AFFECTS LOT 8 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 008 - AFFECTS LOT 9 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 009 - AFFECTS LOT 10 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 014 - AFFECTS THE WEST 1/2 OF LOTS 21 AND 22 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 015 - AFFECTS THE EAST 1/2 OF LOT 22 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 016 - AFFECTS THE EAST 1/2 OF LOT 21 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 017 - AFFECTS LOT 20 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 018 - AFFECTS LOT 19 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 019 - AFFECTS LOT 18 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 020 - AFFECTS LOT 17 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 022 - AFFECTS LOT 15 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 023 - AFFECTS THE NORTH 1/2 OF LOT 14 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 024 - AFFECTS THE SOUTH 1/2 OF LOT 14 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 025 - AFFECTS LOT 13 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 026 - AFFECTS LOT 12 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 001 - AFFECTS LOT 31 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 002 - AFFECTS LOT 32 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 004 - AFFECTS LOT 34 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 005 - AFFECTS LOT 35 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 006 - AFFECTS LOT 36 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 007 - AFFECTS LOT 37 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 008 - AFFECTS LOT 38 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 009 - AFFECTS LOT 39 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 010 - AFFECTS LOT 40 AND A TRIANGLE MEASURING 17.50 FEET
 ON THE EAST LINE AND RUNNING TO A POINT 33 FEET EAST OF THE NORTHWEST CORNER OF LOT 41 IN
 YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 011 - AFFECTS LOT 41 (EXCEPT A TRIANGLE MEASURING 17.50 ON
 THE EAST LINE AND RUNNING TO A POINT 33 FEET E OF THE NORTHWEST CORNER) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 200 001 - AFFECTS LOT P (EXCEPT THE SOUTH 618 FEET) IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 010 - AFFECTS LOT 1 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 011 - AFFECTS LOT 2 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 012 - AFFECTS LOT 3 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 013 - AFFECTS LOT 4 IN SPROATS RESUBDIVISION

R93 256282

EXHIBIT "B"

- BA 41. THE LAND LIES WITHIN THE DOWNERS GROVE SANITARY DISTRICT WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

THIS EXCEPTION WILL NOT APPEAR ON THE LOAN POLICY WHEN ISSUED.

- AN 42. EASEMENT RECORDED MARCH 10, 1981 AS DOCUMENT R81-11934, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND AND OTHER PROPERTY WITH A COMMUNICATION SYSTEM OVER, UNDER AND ALONG THAT PART OF THE LAND AS FALLS IN THE SOUTH 1/2 OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS 31ST STREET AS IT EXTENDS ALONG THE NORTH LINE OF LOT 2 AND THE WEST 66 FEET OF LOT 3 IN PARCEL 1.
- AO 43. EASEMENT RECORDED MARCH 2, 1981 AS DOCUMENT R81-10330, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND AND OTHER PROPERTY WITH A COMMUNICATION SYSTEM OVER, UNDER AND ALONG THAT PART OF THE LAND AS FALLS IN THE SOUTH 1/2 OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS 31ST STREET AS IT EXTENDS ALONG THE NORTH LINE OF THE EAST 1/2 OF LOT 22 IN PARCEL 1.
- AP 44. EASEMENT RECORDED APRIL 2, 1981 AS DOCUMENT R81-16313, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND AND OTHER PROPERTY WITH A COMMUNICATION SYSTEM OVER, UNDER AND ALONG THAT PART OF THE LAND AS FALLS IN THE SOUTH 1/2 OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS 31ST STREET AS IT EXTENDS ALONG THE NORTH LINE OF THE EAST 1/2 OF LOT 3 AND THE WEST 1/2 OF LOT 22 IN PARCEL 1.
- AQ 45. EASEMENT RECORDED MARCH 10, 1981 AS DOCUMENT R81-11933, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN ALL EQUIPMENT NECESSARY TO SERVE THE LAND AND OTHER PROPERTY WITH A COMMUNICATION SYSTEM OVER, UNDER AND ALONG THAT PART OF THE LAND AS FALLS IN THE SOUTH 1/2 OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS 31ST STREET AS IT EXTENDS ALONG THE NORTH LINE OF LOT 1 IN PARCEL 1.
- AR 46. EASEMENT FOR STREET PURPOSES AS SHOWN ON YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLATS NOS. 3 AND 4
- (AFFECTS THE NORTH 50 FEET OF LOTS 1, 2, 3, 22, 31 AND P, THE EAST 33 FEET OF LOTS 13, 14, 15, 17, 18, 19, 20, 21 AND 22 AND THE WEST 33 FEET OF LOTS 31, 32, 34, 35, 36, 37, 38, 39 AND 40 OF PARCELS 1 AND 2).
- AS 47. BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION, AFORESAID, AS FOLLOWS:
- (AFFECTS 35 FEET ON THE SOUTHERLY LINE OF THE LAND)
- (AFFECTS PARCEL 3).
- AT 48. PUBLIC UTILITIES EASEMENT, AS SHOWN ON PLAT OF J. C. SPROAT'S RESUBDIVISION, AFORESAID, AS FOLLOWS:
- (AFFECTS 8 FEET ALONG THE NORTHERLY LINE OF THE LAND AND ALONG THE EASTERLY SIDE OF THE LAND AS DEPICTED BY SURVEY MADE BY BOLLINGER, LACH AND ASSOCIATES, INC., DATED DECEMBER 23, 1989)
- (AFFECTS PARCEL 3).
- AW 49. COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS AS CONTAINED IN EASEMENT AGREEMENT RECORDED MAY 25, 1990 AS DOCUMENT R90-063273, AN EASEMENT FOR ROAD PURPOSES
- (AFFECTS THE WEST LINE OF PARCEL 1).
- AX 50. EASEMENT AGREEMENT RECORDED MAY 25, 1990 AS DOCUMENT R90-063273 IN FAVOR OF THE COUNTY OF DUPAGE, ILLINOIS OVER PROPERTY CONTIGUOUS TO HIGHLAND AVENUE FOR THE PURPOSE OF CONSTRUCTING THEREON AN ADDITIONAL TRAFFIC LANE AS PART OF THE GENERAL ROADWAY IMPROVEMENTS
- (SEE PLAT DOCUMENT FOR EXACT LOCATION)
- AY 51. PERMANENT EASEMENT AND MAINTENANCE AGREEMENT RECORDED JULY 19, 1991 AS DOCUMENT R91-091382 GRANTING AN EASEMENT TO THE VILLAGE OF DOWNERS GROVE, THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND THE DOWNERS GROVE PARK DISTRICT FOR INGRESS AND EGRESS OVER 32ND STREET AS SHOWN, DESCRIBED AND DEDICATED IN J. C. SPROATES RESUBDIVISION OF O. J. KANAK'S PLAT OF SURVEY (PLAT DOCUMENT 684667) OF LOT 11 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 4 (ALSO KNOWN AS BUTTERFIELD WOODS) OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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 DU PAGE COUNTY, ILLINOIS, SAID 32ND STREET ALSO KNOWN AS 33RD STREET, LYING EAST OF THE EAST LINE OF HIGHLAND AVENUE
- AZ 52. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

R91-256282

TRUSTEE'S DEED

RECORDED
DU PAGE COUNTY*Blaney*

Form 2459 Rev. 5-77

Individual

The above space for recorders use only

THIS INDENTURE, made this 10TH day of JULY, 1992, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 14th day of September, 1989, and known as Trust Number 109199-00 party of the first part, and First Hotel Investment Corporation, a Delaware Corporation

party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 XX Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in DuPage County, Illinois, to-wit:

See Exhibit A attached hereto and made part hereof.

This Trustee's Deed shall not effect a merger with that Indemnity Mortgage (the "Mortgage") dated December 27, 1989 from the party of the first part to Westinghouse Credit Corporation, a Delaware Corporation recorded in the office of the Recorder of Deeds of DuPage County as Document No. R89163628; said Mortgage shall continue in full force and effect.

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

Exempt under provisions of Paragraph M Section 2
Real Estate Transfer Tax Act.

7/10/92

Date

Buyer, Seller or Beneficiary

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

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 one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

By

VICE PRESIDENT

Attest

ASSISTANT SECRETARY

STATE OF ILLINOIS,
COUNTY OF COOK

} SS.

THIS INSTRUMENT
PREPARED BYAMERICAN NATIONAL BANK
AND TRUST COMPANY
OF CHICAGO
330 N. LA SALLE
CHICAGO, ILLINOIS

L.M. SOVIENSKI

Given under my hand and Notary Seal,

NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/27/96

JUL 10 1992

Date

Notary Public

D
E
L
I
V
E
R
Y

NAME Freeman & Cohen
STREET 2 North LaSalle Street
SUITE Suite 1400
CITY Chicago, IL 60602

mail tax bills to:
First Hotel
Investment Corp.
40 Westinghouse
Credit Corp.
OR 1 Oxford Centre
13th Floor - R.E.

RECORDER'S OFFICE BOX NUMBER

DEPT.
301 GRANT ST.
PITTSBURGH, PA 15219

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

s/e/c of Highland Avenue & 31st Street

Downers Grove, IL

This space for affixing riders and revenue stamps

Document Number

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.

R92-142698

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 REAL ESTATE
TAX 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.

CKA: S/E CORNER OF HIGHLAND & 31ST STREET
DOWNERS GROVE, IL

R92-142698

RECORDATION REQUESTED BY:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY
9901 S. WESTERN AVENUE
CHICAGO, IL 60643

R94-240331

94 DEC 21 PM 2:00

RECORDED
DU PAGE COUNTY

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WHEN RECORDED MAIL TO:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY
9901 S. WESTERN AVENUE
CHICAGO, IL 60643

Harry Shapiro

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 16, 1994, between HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126 DATED DECEMBER 17, 1992, whose address is 1603 16TH STREET, OAK BROOK, IL 60521 (referred to below as "Grantor"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, whose address is 9901 S. WESTERN AVENUE, CHICAGO, IL 60643 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated December 17, 1992, and known as HARRIS BANK HINSDALE TRUST #L-3126, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in DUPAGE County, State of Illinois (the "Real Property"):

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 42 ACRES ON THE SOUTHEAST CORNER OF 31ST AND HIGHLAND, DOWNERS GROVE, IL 60515. The Real Property tax identification number is SEE ATTACHED PERMANENT INDEX NUMBERS.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126 DATED DECEMBER 17, 1992, Trustee under that certain Trust Agreement dated December 17, 1992 and known as HARRIS BANK HINSDALE TRUST #L-3126. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$3,000,000.00.

Lender. The word "Lender" means SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated December 16, 1994, in the original principal amount of \$3,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate equal to the index, subject however to the following minimum and maximum rates, resulting in an initial rate of 8.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 5.000% per annum or more than (except for any higher default rate shown below) the lesser of 25.000% per annum or the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the

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Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer-service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall

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be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors; (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require.

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"Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Grantor.

HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126 DATED DECEMBER 17, 1992 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126 DATED DECEMBER 17, 1992

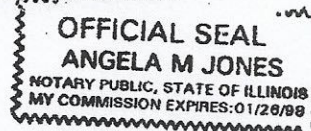
By: [Signature]
AUTHORIZED SIGNER, TRUST OFFICER

By: [Signature]
AUTHORIZED SIGNER, ATTEST

This Mortgage prepared by: S. BONADURER, SOUTHWEST FINANCIAL BANK
9901 SOUTH WESTERN AVENUE
CHICAGO, ILLINOIS 60643

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS



On this 19th day of DEC, 1994, before me, the undersigned Notary Public, personally appeared AUTHORIZED SIGNER, TRUST OFFICER; and AUTHORIZED SIGNER, ATTEST of HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126 DATED DECEMBER 17, 1992, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Angela M Jones

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

PARCEL 1: LOT 1 (EXCEPT THOSE TWO PARTS DESCRIBED AS FOLLOWS:

(1) BEGINNING AT THE NORTHWEST 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 SOUTHWEST 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 NORTHWEST 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 SOUTHWEST 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 SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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.

PERMANENT INDEX NUMBER 06 32 101 001 - AFFECTS LOT 1 (EXCEPT TOLLWAY E 2 8) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

PERMANENT INDEX NUMBER 06 32 101 002 - AFFECTS LOT 2 AND THE WEST 1/2 OF LOT 3 IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

PERMANENT INDEX NUMBER 06 32 101 003 - AFFECTS THE EAST 1/2 OF LOT 3 IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

PERMANENT INDEX NUMBER 06 32 101 004 - AFFECTS LOT 4 (EXCEPT E 2 82) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

PERMANENT INDEX NUMBER 06 32 101 005 - AFFECTS LOT 5 (EXCEPT E 2 83) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

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PERMANENT INDEX NUMBER 06 32 101 006 - AFFECTS LOTS 6 AND 7 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 007 - AFFECTS LOT 8 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 008 - AFFECTS LOT 9 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 009 - AFFECTS LOT 10 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 014 - AFFECTS THE WEST 1/2 OF LOTS 21 AND 22 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 015 - AFFECTS THE EAST 1/2 OF LOT 22 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 016 - AFFECTS THE EAST 1/2 OF LOT 21 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 017 - AFFECTS LOT 20 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 018 - AFFECTS LOT 19 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 019 - AFFECTS LOT 18 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 020 - AFFECTS LOT 17 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 022 - AFFECTS LOT 15 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 023 - AFFECTS THE NORTH 1/2 OF LOT 14 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 024 - AFFECTS THE SOUTH 1/2 OF LOT 14 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 025 - AFFECTS LOT 13 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 026 - AFFECTS LOT 12 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 001 - AFFECTS LOT 31 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 002 - AFFECTS LOT 32 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 004 - AFFECTS LOT 34 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 005 - AFFECTS LOT 35 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 006 - AFFECTS LOT 36 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 007 - AFFECTS LOT 37 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 008 - AFFECTS LOT 38 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 009 - AFFECTS LOT 39 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 010 - AFFECTS LOT 40 AND A TRIANGLE MEASURING 17.50
 FEET ON THE EAST LINE AND RUNNING TO A POINT 33 FEET EAST OF THE NORTHWEST CORNER OF
 LOT 41 IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 011 - AFFECTS LOT 41 (EXCEPT A TRIANGLE MEASURING

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17.50 ON THE EAST LINE AND RUNNING TO A POINT 33 FEET E OF THE NORTHWEST CORNER) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

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 NORTHWEST 1/4 OF THE NORTHEAST 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.

PERMANENT INDEX NUMBER 06 32 200 D01 - AFFECTS LOT P (EXCEPT THE SOUTH 618 FEET) IN YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4

PARCEL 3: LOTS 1, 2, 3 AND 4 OF J. C. SPROAT'S RESUBDIVISION OF O. J. KARAK'S PLAT OF SURVEY (PLAT DOCUMENT NUMBER 684657) OF LOT 11 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 4 (ALSO KNOWN AS "BUTTERFIELD WOODS") OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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 NUMBER 06 32 101 030 - AFFECTS LOT 1 IN SPROAT'S RESUBDIVISION

PERMANENT INDEX NUMBER 06 32 101 031 - AFFECTS LOT 2 IN SPROAT'S RESUBDIVISION

PERMANENT INDEX NUMBER 06 32 101 032 - AFFECTS LOT 3 IN SPROAT'S RESUBDIVISION

PERMANENT INDEX NUMBER 06 32 101 033 - AFFECTS LOT 4 IN SPROAT'S RESUBDIVISION

PARCEL 4: LOT 16 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4, ALSO KNOWN AS "BUTTERFIELD WOODS" OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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

PERMANENT INDEX NUMBER: 06 32 101 021

COMMONLY KNOWN AS: 35106 FOREST GROVE LANE, DOWNERS GROVE, ILLINOIS 60515

PARCEL 5: LOT 33 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4, ALSO KNOWN AS "BUTTERFIELD WOODS" OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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

PERMANENT INDEX NUMBER: 06 32 102 003

COMMONLY KNOWN AS: -

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RECORDATION REQUESTED BY:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY
9901 S. WESTERN AVENUE
CHICAGO, IL 60643

R92-256283

RECORDER
DU PAGE COUNTY

92 DEC 31 PM 3:15

Blaney

WHEN RECORDED MAIL TO:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY
9901 S. WESTERN AVENUE
CHICAGO, IL 60643

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 31, 1992, between HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126, DATED DECEMBER 17, 1992, whose address is 50 SOUTH LINCOLN, HINSDALE, IL 60521 (referred to below as "Grantor"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, whose address is 9901 S. WESTERN AVENUE, CHICAGO, IL 60643 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated December 17, 1992 and known as L-3126, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in DUPAGE County, State of Illinois (the "Real Property"):

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 38 PLUS ACRES ON THE SOUTHEAST CORNER OF 31ST AND HIGHLAND, DOWNERS GROVE, IL 60515. The Real Property tax identification number is SEE ATTACHED PERMANENT INDEX NUMBERS.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126, DATED DECEMBER 17, 1992, Trustee under that certain Trust Agreement dated December 17, 1992 and known as L-3126. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

Lender. The word "Lender" means SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated December 31, 1992, in the original principal amount of \$2,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.250 percentage point(s) over the Index, subject however to the following minimum and maximum rates, resulting in an initial rate of 7.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 5.000% per annum or more than (except for any higher default rate shown below) the lesser of 25.000% per annum or the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

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necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6801, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and ~~attorney-in-fact~~ are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

~~**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.~~

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of

Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee In Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126, DATED DECEMBER 17, 1992 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126, DATED DECEMBER 17, 1992

By: [Signature]
AUTHORIZED SIGNER, TRUST OFFICER

By: [Signature]
AUTHORIZED SIGNER, ATTEST SYSTEMS OFFICER

This Mortgage prepared by: S. BONADURER
9901 SOUTH WESTERN AVENUE
CHICAGO, ILLINOIS 60643

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 28th day of DECEMBER, 1992, before me, the undersigned Notary Public, personally appeared AUTHORIZED SIGNER, TRUST OFFICER; and AUTHORIZED SIGNER, ATTEST of HARRIS BANK HINSDALE, NOT PERSONALLY, BUT UNDER TRUST #L-3126, DATED DECEMBER 17, 1992, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature]
Notary Public In and for the State of ILLINOIS

Residing at _____
My commission expires _____

"OFFICIAL SEAL"

Sandra Vesely

Notary Public, State of Illinois

My Commission Expires July 11, 1996

PARCEL 1: LOT 1 (EXCEPT THOSE TWO PARTS DESCRIBED AS FOLLOWS: (1) BEGINNING AT THE NORTHWEST 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 SOUTHWEST 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 NORTHWEST 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 SOUTHWEST 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 SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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 NORTHWEST 1/4 OF THE NORTHEAST 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 SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 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 NUMBER 06 32 101 001 - AFFECTS LOT 1 (EXCEPT TOLLWAY E 2 8) IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 002 - AFFECTS LOT 2 AND THE WEST 1/2 OF LOT 3 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 003 - AFFECTS THE EAST 1/2 OF LOT 3 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 004 - AFFECTS LOT 4 (EXCEPT E 2 82) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 005 - AFFECTS LOT 5 (EXCEPT E 2 83) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 006 - AFFECTS LOTS 6 AND 7 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 007 - AFFECTS LOT 8 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 008 - AFFECTS LOT 9 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 009 - AFFECTS LOT 10 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 014 - AFFECTS THE WEST 1/2 OF LOTS 21 AND 22 IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 015 - AFFECTS THE EAST 1/2 OF LOT 22 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 016 - AFFECTS THE EAST 1/2 OF LOT 21 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 017 - AFFECTS LOT 20 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 018 - AFFECTS LOT 19 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 019 - AFFECTS LOT 18 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 020 - AFFECTS LOT 17 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 022 - AFFECTS LOT 15 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 023 - AFFECTS THE NORTH 1/2 OF LOT 14 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 024 - AFFECTS THE SOUTH 1/2 OF LOT 14 IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 025 - AFFECTS LOT 13 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 026 - AFFECTS LOT 12 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 001 - AFFECTS LOT 31 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 002 - AFFECTS LOT 32 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 004 - AFFECTS LOT 34 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 005 - AFFECTS LOT 35 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 006 - AFFECTS LOT 36 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 007 - AFFECTS LOT 37 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 008 - AFFECTS LOT 38 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 009 - AFFECTS LOT 39 IN YORK TOWNSHIP SUPERVISORS
 ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 010 - AFFECTS LOT 40 AND A TRIANGLE MEASURING 17.50 FEET
 ON THE EAST LINE AND RUNNING TO A POINT 33 FEET EAST OF THE NORTHWEST CORNER OF LOT 41 IN
 YORK TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 102 011 - AFFECTS LOT 41 (EXCEPT A TRIANGLE MEASURING 17.50 ON
 THE EAST LINE AND RUNNING TO A POINT 33 FEET E OF THE NORTHWEST CORNER) IN YORK TOWNSHIP
 SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 200 001 - AFFECTS LOT P (EXCEPT THE SOUTH 618 FEET) IN YORK
 TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4
 PERMANENT INDEX NUMBER 06 32 101 010 - AFFECTS LOT 1 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 011 - AFFECTS LOT 2 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 012 - AFFECTS LOT 3 IN SPROATS RESUBDIVISION
 PERMANENT INDEX NUMBER 06 32 101 013 - AFFECTS LOT 4 IN SPROATS RESUBDIVISION