

438795 - reb: Sidley & Austin Open 7/1
One First National Plaza
Suite 3300
Chicago, Ill. 60603
Attn: J. Gauthier

992698

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MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement made as of the 12th day of August, 1988, between Mansards Plaza Associates, a Limited Partnership, an Illinois limited partnership, having an office at 180 N. LaSalle Street, Suite 2100, Chicago, Illinois (hereinafter referred to as "Mortgagor") and Berkshire Life Insurance Company, having an office at 700 South Street, Pittsfield, Massachusetts 01201, (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS:

A. Mortgagor is justly indebted to Mortgagee in the principal sum of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00) as evidenced by a Promissory Note of even date herewith executed by Mortgagor, and made payable to the order of and delivered to Mortgagee in the principal amount aforesaid (hereinafter referred to as the "Note") whereby Mortgagor promises to pay the said principal sum together with interest thereon at the rate set forth therein and in the manner hereinafter specified; and

B. The principal sum secured hereby and all accrued interest thereon shall, at the option of the Mortgagee, become due and payable on September 1, 2016 (hereinafter referred to as "Maturity Date"); and

C. The Note also contains a provision allowing the holder of the Note to declare the entire principal balance and accrued and unpaid interest due and payable on the last day of the Seventh (7th) Loan Year (as hereinafter defined) and upon other dates thereafter, as specified in the Note, upon six (6) months' advance written notice from Mortgagee to Mortgagor;

NOW, THEREFORE, in order to secure the payment of the principal sum and interest payable under the Note and the performance of the covenants and agreements contained herein, and in the Assignment of Rents and Lessor's Interest in Leases (the "Assignment"), any security agreement, and any other documents and instruments heretofore, now or hereafter executed and evidencing, securing or guaranteeing the Note (the Note, this Mortgage, the Assignment, such security agreement, guaranty, and such other documents and instruments, and all amendments of any of the foregoing, being sometimes referred to collectively as the "Loan Documents" and individually as a "Loan Document"), Mortgagor

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

WILLIAM A. PLASTICK
RECORDER OF DEEDS
CROWN POINT, INDIANA 46307
AUG 17 8 58 AM '88

FOR 992698
SEE DOC. #

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2300

does by these presents grant, bargain, sell, convey, mortgage and warrant unto Mortgagee, its successors and assigns forever, the real estate and all of Mortgagor's estate, right, title, and interest therein, situated in the Town of Griffith, County of Lake, and State of Indiana, as more particularly described in Exhibit "A" attached hereto and made a part hereof (sometimes herein referred to as the "real estate"), which real estate, together with the following described property, is collectively referred to as the "premises:"

TOGETHER WITH:

(1) all right, title, and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, and alleys adjoining the premises,

(2) all and singular the tenements, hereditaments, easements, minerals, appurtenances, passages, waters, water courses, riparian, irrigation, and drainage rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof,

(3) all of Mortgagor's interest and rights as lessor in and to all leases now or hereafter affecting the real estate or any part thereof and all rents, issues, proceeds, and profits accruing and to accrue from the real estate, whether payable pursuant to any present or future lease or otherwise growing out of any occupancy or use of the premises (which are pledged primarily and on a parity with the real estate, and not secondarily),

(4) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the premises, any and all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage, and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the premises,

(5) all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be

perform and comply with all covenants and conditions expressed as binding upon it under any recorded document or any other agreement of any nature whatsoever binding upon it which pertains to the premises.

Promptly after learning of the occurrence of any of the following, Mortgagor shall give Mortgagee oral and written notice thereof, describing the same and the steps being taken by the Mortgagee with respect thereto: (i) the happening of any event involving the use, spill, release, leak, seepage, discharge or cleanup of any hazardous or toxic waste, substance or constituent; (ii) any litigation, arbitration proceeding, or governmental proceeding; (iii) notice that the Mortgagor's operations on the premises are not in full compliance with requirements of applicable federal, state or local environmental, health and safety statutes and regulations; or (iv) notice that Mortgagor is subject to a federal or state investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other substance from the premises into the environment.

Mortgagee shall have the right, for reasonable cause, to perform or to require Mortgagor to perform an environmental audit and/or an environmental risk assessment of Mortgagor's premises, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. The environmental audit shall (i) investigate any environmental hazards or liabilities to which the Mortgagor may be liable, with regard to the premises, hazardous waste management practices and/or hazardous waste site disposal sites used by Mortgagor and (ii) determine whether the Mortgagor's operations on the premises comply in all respects deemed material by the Mortgagee with all applicable environmental, health and safety statutes and regulations. Said audit and/or risk assessment must be made by an environmental consultant satisfactory to Mortgagee and Mortgagor, and the audit and/or risk assessment must be satisfactory to Mortgagee and Mortgagor. All costs and expenses incurred by Mortgagee in the performance of an environmental audit and/or risk assessment shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of Mortgagee.

8. Liens, Encumbrances and Transfers of Ownership.

(a) Liens and Encumbrances. Mortgagor shall keep the premises free from all liens, including, but not limited to, liens in favor of any governmental entity for any liability under federal, state or local environmental laws or regulations or for damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance, or constituent, or any other substance into the environment, or liens of mechanics

and materialmen and keep from all other liens, charges, and encumbrances of whatever nature, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Mortgagor, and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Mortgage. Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the premises, excepting, however any lien or encumbrance expressly consented to by Mortgagee with respect to which Mortgagor shall pay, when due, the indebtedness secured thereby and, upon Mortgagee's request, furnish to Mortgagee satisfactory evidence of such payment or payments. Without in any way limiting Mortgagee's right to withhold its consent in connection with granting or creating a lien against all or any part of the premises which is subordinate to the lien hereof, any lien for which such consent is given shall be subject and subordinate to all leases pertaining to the premises whether then in existence or thereafter arising, and further subject to any and all renewals, extensions, modifications, releases, increases, changes or exchanges pertaining to the indebtedness secured hereby, without the consent of such subordinate lien holder and without any obligation to give notice of any kind thereto, regardless of whether or not expressed in such consent or in the document granting such subordinate lien.

(b) Ownership Transfers. Mortgagor shall not, without the prior written consent of Mortgagee, (which consent may be withheld for any reason) sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an "Ownership Transfer"); provided, however, that (i) anything in Section 24(b)(iv) to the contrary notwithstanding, Mortgagee shall have no right to enjoin or otherwise prohibit any Ownership Transfer, by Mortgagor, to which Mortgagee does not so consent and, (ii) Mortgagee's rights and remedies in the event of any default hereunder resulting from any such Ownership Transfer to which Mortgagee has not so consented in accordance with the terms hereof, shall be to declare the indebtedness evidenced hereby to be immediately due and payable, as specified in Section 24(b)(i), and in the absence of payment upon such acceleration, to pursue such other remedies as are specified in Section 24 hereof as Mortgagee may elect from time to time. Mortgagor shall give Mortgagee prior written notice of any proposed Ownership Transfer which requires Mortgagee's consent, as aforesaid, and shall furnish to Mortgagee such information concerning the proposed transaction and proposed transferee as Mortgagee may reasonably request. Any failure on Mortgagee's part to

respond to such notice of a proposed Ownership Transfer shall constitute disapproval thereof.

Without in any way limiting Mortgagee's right to withhold its consent to any proposed Ownership Transfer, Mortgagor agrees that Mortgagee may, in connection with and as a condition precedent to granting its consent to any such proposed Ownership Transfer: (a) adjust the interest rate set forth in the Note to a current market interest rate determined by Mortgagee in its sole discretion, and accordingly adjust the amount of the monthly installment of principal and interest so that the unpaid balance due under the Note will be fully amortized over the remaining term of the loan, and in such event Mortgagor agrees to execute such documents as Mortgagee may request to evidence and secure such modifications; or (b) charge Mortgagee a transfer fee in the amount of two percent (2%) of the then unpaid principal balance due under the Note, which transfer fee shall be due and payable at the closing out of the proceeds of such Ownership Transfer. If Mortgagee elects to consent to the proposed Ownership Transfer and increase the interest rate set forth in the Note, Mortgagor may thereafter prepay the entire principal balance and accrued and unpaid interest upon giving Mortgagee thirty (30) days' prior written notice of Mortgagor's intention to make such a prepayment, provided that Mortgagor shall also pay, at the time of prepayment, a premium equal to two (2%) percent of the then unpaid principal balance plus accrued and unpaid interest due under the Note. Mortgagor's obligation to pay any increased interest payments, transfer fees, or prepayment premiums as herein provided shall be secured by the lien of this Mortgage.

In addition to any other reasons Mortgagee may have for withholding consent to a proposed Ownership Transfer, such consent may be withheld if Mortgagee, in its sole discretion and judgment, decides on the basis of the general reputation, experience, and financial condition of the proposed transferee, assignee or beneficial owner, if said proposed transfer is to a land trustee (regardless of whether or not said transferee or beneficial owner will assume any personal liability) that it would not in the first instance make a loan to said proposed transferee or, if a land trustee, on behalf of its proposed beneficial owner. Mortgagor further agrees that any such Ownership Transfer, if approved by Mortgagee, shall be at no cost to Mortgagee and that Mortgagor shall pay all costs incurred by Mortgagee in connection with such Ownership Transfer, including, but not limited to, Mortgagee's attorneys' fees. Any consent by Mortgagee to one Ownership Transfer shall not be deemed a consent to any other.

9. Stamp Tax. If at any time the United States government or any state, or municipal government shall

require Internal Revenue or other documentary stamps hereon or on the Note secured hereby, or shall otherwise impose a tax or impose an assessment on this Mortgage or on the Note, or shall require payment of an interest equalization tax upon the indebtedness secured hereby, then the said indebtedness and the accrued and unpaid interest thereon shall be and become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor, provided, however, the said indebtedness and accrued interest shall not become due and payable as aforesaid, and this Mortgage and the Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax, including interest and penalties thereon, to or on behalf of Mortgagee and Mortgagor does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

10. Effect of Change in Laws Regarding Taxation.

In the event of the enactment, after the date of this Mortgage, of any law of the state in which the premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagor to make such payment, or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within thirty (30) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor shall not be obligated to pay any portion of Mortgagee's federal or state income tax, or municipal income tax, if any.

11. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. Mortgagee is hereby

authorized to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section, and may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Interest Rate as herein defined. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

12. Eminent Domain. Mortgagee is hereby authorized to collect and receive from the condemnation authorities any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, hereby assigned by Mortgagor to Mortgagee, as aforesaid, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever, any and all further assignments and instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to Mortgagee all awards and other

compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. The proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all of its expenses in connection with such proceedings, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby or to restoring the improvements, in which event the same shall be paid out in the same manner as is provided, with respect to insurance proceeds, in Section 4(a) hereof. No interest shall be allowed to Mortgagor on any condemnation award paid to or held by Mortgagee.

13. Acknowledgment of Debt. Mortgagor shall furnish from time to time within seven (7) days after Mortgagee's request, a written statement, duly acknowledged, verifying the amount due upon this Mortgage (as reflected on the books and records of Mortgagee) and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

14. Rents and Leases.

(a) Mortgagee's Right of Prior Approval. All leases of the premises shall have a term of not less than three (3) years, and all leases of the premises are and shall be subject to the approval of Mortgagee as to form, content and tenants and, without limiting the generality of the foregoing, Mortgagor shall not, without Mortgagee's prior written consent, (i) enter into any lease of all or any part of the premises, (ii) execute an assignment or pledge of any rents of the premises or of any lease of all or any part of the premises, except as security for the indebtedness secured hereby, (iii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, (iv) agree to any amendment to or change in the terms of any lease previously approved by Mortgagee, or (v) permit or consent to any assignment of any such leases, or subletting of all or any portion of the premises demised thereunder by any lessee under such leases.

(b) Mortgagor's Obligations. Mortgagor, without any cost and expense to Mortgagee, shall (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of all or any part of the premises, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of landlord or of the tenants thereunder, (iv) transfer and assign to Mortgagee upon request of Mortgagee,

any lease or leases of all or any part of the premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment, (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants, terms of all leases, including the square footage of the spaces occupied, and the rentals payable thereunder, and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of all or any part of the premises a certificate with respect to the status thereof. Mortgagee shall have the right and option to declare this Mortgage in default because of a default of landlord in any lease of all or any part of the premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. Any default under the Assignment shall constitute a default hereunder on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor.

(c) Mortgagee Exoneration. Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor, as landlord, tenant or assignor, under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord or landlord's assignee, each and all of which covenants and payments Mortgagor agrees to perform and pay.

(d) Lessee Attornment. In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the tenant under each lease of all or any part of the premises made after the date of recording this Mortgage shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of Mortgagor, as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the prior consent of Mortgagee or said successor in interest. Each tenant, upon request by Mortgagee or any such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment, and Mortgagor shall cause each such lease of all or any part of the premises to contain a covenant on the lessee's part evidencing its agreement to such attornment.

(e) Declaration of Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to

priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situated, of a unilateral declaration to that effect.

15. Inspection of Premises. Mortgagor shall permit Mortgagee or its agents to inspect the premises at all reasonable times, and access thereto shall be permitted for such purpose.

16. Inspection of Books and Records. Mortgagor shall keep and maintain full and correct records showing in detail the income and expenses of the premises, and Mortgagor and any tenant's compliance with all applicable environmental laws and regulations, and, within ten (10) days after demand therefor, shall allow Mortgagee to examine such books and records and all supporting vouchers and data at any time and from time to time on request at Mortgagor's offices, hereinbefore identified, or at such other location as may be mutually agreed upon.

17. Future Advances. Mortgagee may, at its option upon request of Mortgagor, at any time before full payment of this Mortgage, make further advances to Mortgagor, and such advances with interest thereon shall be on a parity with, and not subordinate to, the indebtedness evidenced by the Note and shall be secured hereby in accordance with all covenants and agreements herein contained, provided, that the amount of principal secured hereby and remaining unpaid shall not, including the amount of such advances, exceed the original principal sum secured hereby, and provided, that if Mortgagee shall make further advances as aforesaid, Mortgagor shall repay all such advances in accordance with the note or notes, or agreement or agreements, evidencing the same, which Mortgagor shall execute and deliver to Mortgagee and which shall be payable no later than the Maturity Date set forth in the Note and shall include such other terms as Mortgagee shall require.

18. Purpose of Loan. The entire proceeds of the loan evidenced by the Note are from a "business loan," as that term is used in Section 6404(1)(c) of Chapter 17, Illinois Revised Statutes, and the Mortgagor owns and operates a "business" as that term is defined in said Section 6404(1)(c) of Chapter 17, Illinois Revised Statutes.

19. Partial Invalidity. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision

or provisions, in this Mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage or the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that it or they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect. If under the circumstances interest in excess of the limit allowable by law shall have been paid by Mortgagor in connection with the loan evidenced by the Note, such excess shall be applied by Mortgagee to the unpaid principal balance of the Note or refunded to Mortgagor in the manner to be determined by Mortgagee, and if any such excess interest has accrued, Mortgagee shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by the Note exceed the maximum rate allowed by the law.

20. Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagor, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the premises or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

21. Mortgagee's Right to Deal with Transferee. In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of said premises, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor from its covenants and undertakings hereunder, specifically including Section 7 hereof, and without Mortgagee waiving its rights to accelerate the Note as set forth in said Section 7.

22. Execution of Security Agreement and Financing Statement. Mortgagor, within ten (10) days after receipt of a request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee a security agreement, financing

statement, or other similar security instrument, in form satisfactory to Mortgagee, covering all property, of any kind whatsoever owned by Mortgagor, which, in the sole opinion of Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to same has been conveyed by, or a security interest therein perfected by, this Mortgage under the laws of the State of Indiana. Mortgagor shall further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request from time to time in order to perfect, preserve, maintain, continue, and extend the security interest hereby or thereby created. Mortgagor further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document. To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a Secured Party (as said term is defined in the Uniform Commercial Code).

23. Releases. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or any guaranty given as additional security for the indebtedness secured hereby. Without in any way affecting the priority of the lien of this Mortgage, Mortgagee may agree with any party liable for the indebtedness secured hereby to extend the time for payment of any part or all of such indebtedness. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, if any, of any person or entity personally obligated to pay the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest in the premises, which interest is subject and subordinate to the indebtedness secured by this Mortgage.

24. Expenses Incurred by Mortgagee. Any costs, damages, expenses or fees, including attorney's fees, incurred by Mortgagee in connection with (i) sustaining the lien of this Mortgage or its priority, (ii) obtaining any commitment for title insurance or title insurance policy, (iii) protecting the premises, (iv) protecting or enforcing any of Mortgagee's rights hereunder, (v) recovering any indebtedness secured hereby, (vi) any litigation or proceedings (including, but not limited to, bankruptcy, probate, administrative law and environmental law proceedings) affecting this Mortgage, the Note, or the premises, or (vii) preparing for the commencement, defense or

included within the premises immediately upon the delivery thereof to the premises, and all fixtures and personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the premises, including, but not limited to, all heating, air-conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades; awnings, screens; storm doors and windows; stoves, wall beds, refrigerators, cooking apparatus and mechanical equipment, gas and electrical fixtures; partitions, mantels, built-in mirrors, window shades, blinds, furniture in public spaces, halls and lobbies; attached cabinets, ducts and compressors; rugs and carpets; draperies; furniture and furnishings used in the operations of the premises; and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed, intended, and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage, and as to any of the property aforesaid which does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, and is, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code), it being further understood and agreed that the provisions of this paragraph shall not apply or attach to any personal property of any tenant of the premises;

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth;

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

MORTGAGOR FURTHER COVENANTS and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest on

participation in any threatened litigation or proceedings as aforesaid, or as otherwise enumerated in Section 24(c) hereof, shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagor, without notice, with interest thereon at the Default Interest Rate.

25. Events of Default and Remedies.

(a) Events of Default. It shall constitute a default under this Mortgage when and if (i) any default occurs in the due and punctual payment of the entire principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment of interest, or payment of any other sums to be paid hereunder or under any other Loan Documents, including but not limited to taxes or insurance premiums; or (ii) any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Mortgage, or in the Note, or in any of the other Loan Documents, or (iii) Mortgagor, or any guarantor of the indebtedness secured hereby (a) is voluntarily adjudicated a bankrupt or insolvent, (b) seeks or consents to the appointment of a receiver or trustee or custodian for itself or for all or any part of its property, (c) files a petition seeking relief, or files an answer admitting the material allegations of a petition filed against it, under any bankruptcy or similar laws of the United States or any state, (d) makes a general assignment for the benefit of creditors, (e) takes any action for the purpose of effecting any of the foregoing, or (f) is generally not paying such person's debts as such debts become due, or (iv) any order, judgment or decree is entered upon an application of a creditor of Mortgagor or guarantor of the indebtedness secured hereby, without the consent of the party against whom it is entered, by a court of competent jurisdiction (a) appointing a receiver or trustee or custodian of all or a substantial part of the assets of Mortgagor or guarantor, as the case may be, or (b) approving any petition filed against Mortgagor, or any guarantor of the indebtedness secured hereby seeking relief under any bankruptcy or other similar laws of the United States or any state and remains in force, neither discharged nor stayed, for a period of sixty days.

(b) Remedies. In addition to any other remedy herein specified, if any default under this Mortgage shall occur, Mortgagee may, at its option, (i) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is hereby expressly waived by Mortgagor) whereupon the same shall become immediately due and payable, (ii) institute proceedings for the complete foreclosure of this Mortgage, (iii) institute proceedings to collect any delinquent installment or installments of the indebtedness secured

hereby without accelerating the due date of the entire indebtedness by proceeding with foreclosure of this Mortgage with respect to any delinquent installment or installments of such indebtedness only, and any sale of the premises under such a foreclosure proceeding shall be subject to and shall not affect the unmatured part of the indebtedness, and this Mortgage shall be and continue as a lien on the premises securing the unmatured indebtedness, (iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, in this Mortgage or in any of the Loan Documents, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect, or (v) enforce this Mortgage in any other manner permitted under the laws of the state in which the premises are situated.

(c) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage, the Note, or any of the Loan Documents, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises.

(d) Mortgagee's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises, or any part thereof, personally or by its agent or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises together with all documents, books, records, papers, and accounts of Mortgagor or the then manager of the premises relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom and may, as attorney-in-fact or

agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, (iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements to the premises which may seem judicious to Mortgagee, (vi) insure and reinsure the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and (vii) receive all avails, rents, issues and profits.

(e) Application of Rental Proceeds. Any avails, rents, issues and profits of the premises received by Mortgagee after having possession of the premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the premises, including reasonable compensation to Mortgagee or the receiver or its agent or agents, if management of the premises has been delegated to an agent or agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of

taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the premises, and of placing said property in such condition as will, in the judgment of Mortgagee or the receiver, make the premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

(f) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, Mortgagor consents upon application by Mortgagee to the appointment of a receiver of the premises. Such appointment may be made either before or after sale without notice and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power (i) to take possession, control, and care of the premises, (ii) to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by Mortgagor), as well as during any further times when Mortgagor, its heirs, administrators, executors, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits. Such receiver shall further have all other powers which may be necessary or are useful in such cases for the protection, possession, control, management, and operation of the premises, during the whole of said period. To the extent permitted by law, said receiver may be authorized by the court to extend or modify any then existing leases and to make new leases, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date, it being understood and agreed that any such leases and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

(g) Sale of Premises. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the state in which the premises are situated. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the premises or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(h) Application of Proceeds From Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 24(c) hereof, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, at the Default Interest Rate, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

(i) Application of Deposits Held by Mortgagee. With respect to any deposits made with or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, Mortgagee may, at its option, without being required to do so, apply any monies or securities which constitute such deposits on any of Mortgagor's obligations herein or in any of the Loan Documents contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness secured hereby, and shall be held to be irrevocably applied by the depository for the purposes set forth herein, and such deposits shall not be subject to the direction or control of the Mortgagor.

(j) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of

the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor acknowledges and agrees that the real estate at the time of execution hereof is not improved with a one to four family dwelling, and that the proceeds of the loan secured hereby have not been, are not being and will not be used, in whole or in part, to finance the construction of a dwelling for one to four families, and that the real estate is not used or intended to be used for agricultural purposes. Mortgagor does hereby, waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, and each and every person (except decree or judgment creditors of the Mortgagor) acquiring any interest in or title to the premises subsequent to the date hereof.

(k) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

(l) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, nor shall such acceptance of payment nullify any prior exercise of such option or such rights of Mortgagee without its express consent, except and to the extent otherwise provided by law.

(m) Delays and Omissions. No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any default hereunder shall exhaust or impair any such right, power or remedy, or be construed to waive any default or constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

(n) Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

(o) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor, or the premises, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the state in which the premises are situated. If Mortgagee elects to proceed under one right or remedy under this Mortgage, the Note or any of the Loan Documents, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage, the Note, or any of the Loan Documents.

(p) Tender of Payment After Acceleration. Upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by Mortgagor, its successors or assigns or by anyone on behalf of Mortgagor, its successors or assigns, shall constitute an evasion of the prohibition against prepayment before the last day of the Fifth (5th) Loan Year or of the premium required in connection with any prepayment after the last day of the Fifth (5th) Loan Year, whichever is applicable. It is agreed that any foreclosure decree, or any tender of payment in full following default shall be deemed to be a voluntary prepayment hereunder, and such voluntary prepayment to the extent permitted by law, will therefore include the prepayment premium specified in the Note.

26. Default Interest Rate. The term "Default Interest Rate" is deemed to mean interest at the rate of five percent (5%) per annum in excess of the interest rate from time to time prevailing under the Note.

27. Giving of Notice. Any notice, report, demand, or other instrument required or contemplated to be given or furnished under this note shall be deemed given or furnished when addressed to the party intended to receive the same, at the following addresses:

Mortgagor:

Mansards Plaza Associates
180 North LaSalle St.
Suite 2100
Chicago, Illinois
Attn: Marc J. Lane

with a copy to:

Munro & Zittler
20 North Clark Street
Suite 711
Chicago, Illinois 60602
Attn: Ellen Kane Munro

with a copy to:

Marlin Properties, Inc.
Suite 1642
20 N. Wacker Drive
Chicago, Illinois 60606
Attn: Gary Marshak

Mortgagee:

Berkshire Life Insurance Company
700 South Street
Pittsfield, Massachusetts 01201
Attention: Mortgage Loan Department

with a copy to:

Baird & Warner, Inc.
200 West Madison Street
Chicago, Illinois 60606
Attention: Robert Bautch

with a copy to:

Donald J. Gralen, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

and (i) delivered at such address to such party (or to a partner or an officer of such party) or (ii) when received if deposited in the United States mail as first class registered or certified mail, return receipt requested, postage paid; the return receipt shall be conclusive evidence of receipt. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party.

28. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights.

29. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with this transaction.

30. Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is asserted.

31. Annual Operating Statements. Mortgagor shall furnish to Mortgagee, within ninety (90) days after the close of each calendar year of operation of the premises, a detailed current rent roll and an annual financial report of gross income and expenses of the premises prepared and certified by the Mortgagor or an officer thereof if the Mortgagor is a corporation (and also a financial statement of the Mortgagor, if so required by Mortgagee). All such reports required by this paragraph shall contain such detail and embrace such items as Mortgagee may reasonably require from time to time. Mortgagor shall also furnish to Mortgagee the annual financial report of any tenant that occupies more than fifty percent (50%) of the premises, within thirty (30) days of the publication of such annual report. Mortgagor shall also furnish such additional information, reports, or statements relating to the operation and management of the premises as Mortgagee may from time to time reasonably request.

32. Covenants to Run with The Land. All the covenants hereof shall run with the land.

33. Captions. The captions and headings of various sections are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

34. Construction. The place of contract and payment being located in Illinois, this Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of Illinois.

35. Binding on Successors and Assigns, Definitions. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor's successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include and refer to (in addition to Mortgagor) all such persons. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or

holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The word "person" as used herein means any natural person and any partnership, joint venture, corporation, association, or other legal entity.

36. Further Assurances. Mortgagor shall execute, acknowledge and deliver to Mortgagee and to any subsequent holder from time to time upon demand (and pay the costs of preparation and recording thereof) any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to re-affirm, to correct, perfect and evidence the obligations hereby secured and the lien of Mortgagee of all or any part of the premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof, and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage.

37. Recording and Filing. Mortgagor, at its expense, will cause this Mortgage and all supplements thereto for which constructive notice must be given to protect Mortgagee, at all times, to be recorded and filed, and re-recorded and refiled, in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, rerecording, refiling taxes, fees and other charges to the maximum extent permitted by the laws of the state in which the premises are situated.

38. Indemnity. Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including attorneys' fees and disbursements) which may be imposed on, incurred or paid by or asserted against Mortgagee by reason or on account of, or in connection with (i) the construction, reconstruction or alteration of the premises, (ii) any negligence or willful misconduct of Mortgagor, any lessee of the premises, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, or on or about the premises or any street, drive, sidewalk, curb or passageway adjacent thereto or (iv) any other transaction arising out of or in any way

the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided.

2. Tax and Insurance Deposits. Mortgagor shall deposit with the Mortgagee, or a depository designated by Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note, and concurrently therewith, monthly until the principal indebtedness evidenced by the Note is paid, the following: (i) a sum equal to all real estate taxes and assessments ("taxes") next due on the premises (all as estimated by Mortgagee in its reasonable discretion), divided by the number of months to elapse before one month prior to the date when such taxes will become due and payable; and (ii) a sum equal to the amount of the premium or premiums that will next become due and payable to replace or renew the insurance policies required to be maintained by Section 4 hereof (all as estimated by Mortgagee in its reasonable discretion) divided by the number of months to elapse before one month prior to the expiration date of the policy or policies to be replaced or renewed. All such payments described in this Section 2 shall be held by Mortgagee or a depository designated by Mortgagee in trust without accruing or without any obligation arising for the payment of interest thereon. If the funds so deposited are insufficient to pay, when due, all taxes and premiums as aforesaid, the Mortgagor shall, within ten (10) days after receipt of demand therefor from Mortgagee or its agent, deposit such additional funds as may be necessary to pay such taxes and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent required deposit or deposits. Neither the Mortgagee nor depository shall be liable for any failure to make the payments of insurance premiums, or of taxes, unless Mortgagor, while not in default hereunder, shall have requested said Mortgagee or depository in writing to make application of such deposits to the payment of the particular insurance premium or taxes, accompanied by the bills for such insurance premiums or taxes, provided, however, Mortgagee may at its option make or cause the depository to make any such application of the aforesaid deposits without any direction or request to do same by Mortgagor. Mortgagee may suspend, in whole or in part, and later reinstate, the application of this Section as often as it may determine.

3. Taxes and Other Charges. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, association charges, and all other charges of whatever kind, ordinary or extraordinary, whether public or private, which may be levied or imposed against the premises, and furnish to Mortgagee official receipts therefor within (30) days after payment thereof, provided, however, if Mortgagee has not suspended the monthly deposits for taxes

connected with the premises, except for the willful misconduct or gross negligence of the Mortgagee.

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

MANSARDS PLAZA ASSOCIATES, *a limited partnership*
an Illinois Limited Partnership *high*

By: Longmeadow Associates,
Ltd., its General Partner

By: *Marc J. Lave*
Print or type
name: MARC J. LAVE
Its: PRESIDENT

Prepared by and after
recording return to:
Janice L. Gauthier
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

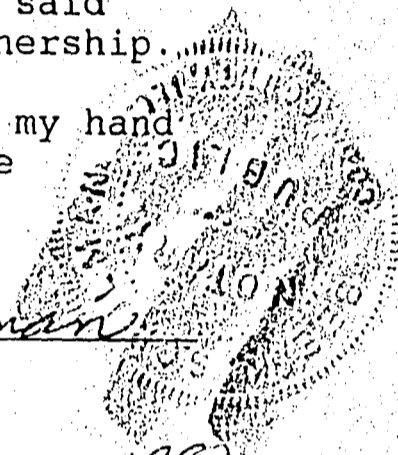
STATE OF IL)
COUNTY OF COOK) SS.

On this 10 day of AUG, before me appeared MARC J. LANE to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Longmeadow Associates, Ltd., the General Partner of Mansards Plaza Associates, an Illinois limited partnership, and that said instrument was signed and sealed in behalf of said partnership, and said MARC J. LANE acknowledged said instrument to be the free act and deed of said partnership.

a limited partnership.
mjl

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Bee K. Schulman
Notary Public



My term expires: Feb. 25, 1990

BEE K. SCHULMAN
(Print Name)

EXHIBIT A

Legal Description

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 1, SHALIMAR ADDITION PHASE I, TO THE TOWN OF GRIFFITH, AS SHOWN ON THE PLAT THEREOF IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 0 DEGREES 33 MINUTES 44 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ARBOGAST AVENUE, A DISTANCE OF 304.75 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY OF RIDGE ROAD; THENCE SOUTH 83 DEGREES 42 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 593.45 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY OF GLENWOOD AVENUE; THENCE SOUTH 0 DEGREES 39 MINUTES 44 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 238.65 FEET TO A POINT, WHICH IS ALSO THE NORTHEAST CORNER OF TRACT 9, SHALIMAR ADDITION PHASE II AS SHOWN IN THE PLAT THEREOF IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 54 MINUTES 10 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SHALIMAR ADDITION PHASES I AND II, A DISTANCE OF 584.12 FEET TO THE POINT OF BEGINNING, ALL IN GRIFFITH, LAKE COUNTY, INDIANA.

required by Section 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this Section 3, or may make such payments on behalf of Mortgagor. Mortgagor shall pay when due all charges incurred for the benefit of the premises for utilities, such as, but not limited to, energy, fuel, gas, electricity, water, sewer, and garbage removal, whether or not such charges are liens against the premises.

4. Insurance.

(a) Casualty. Mortgagor shall keep the improvements now existing or hereafter erected on the premises constantly insured under fire insurance policies acceptable to Mortgagee, and Mortgagor shall pay promptly, when due, any premiums on such insurance, provided, however, that if the Mortgagee has not suspended the monthly deposits for insurance required by Section 2 hereof, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this Subsection 4(a), or may make such payments on behalf of Mortgagor. Such insurance shall provide "all risk" coverage in an amount not less than eighty percent (80%) of the insurable value (which shall in no event be deemed less than ONE MILLION NINE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,900,000.00)), and shall be carried with companies rated A Class IV or better in the most recent publication of Best's Key Rating Guide, Property-Casualty, and shall have attached thereto replacement cost endorsements and standard noncontributing mortgagee clauses in favor of Mortgagee, entitling the Mortgagee alone to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsements. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the premises (if approved in writing by Mortgagee), immediate notice thereof by mail shall be delivered to all insurers. In the event of any loss covered by such insurance, Mortgagor shall immediately notify Mortgagee in writing, and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect, and compromise in its discretion all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers, and releases required by such insurance companies. After deducting any costs of collection, Mortgagee may use or apply the proceeds, at its option, (i) as a credit upon any portion of the indebtedness secured hereby, or (ii) to repair and restore the improvements to the same or better condition than that which existed prior to said casualty, in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall

the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby, or (iii) to deliver same to the Mortgagor. In the event Mortgagee shall elect to apply such proceeds to restoring the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of such restoration and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, then Mortgagor shall furnish Mortgagee with all plans and specifications for such rebuilding or restoration for Mortgagee's approval. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. No interest shall be allowed to Mortgagor on any proceeds of insurance paid to and held by Mortgagee. In the event of foreclosure of this Mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to Mortgagee or any purchaser or grantee. In the event Mortgagee, in its reasonable discretion, determines that any insurance provided by Mortgagor, does not comply with the insurance requirements set forth herein, then Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount and carried in such company as it may determine, the cost of which shall be repaid to Mortgagee by Mortgagor upon demand. Mortgagor shall furnish to Mortgagee, upon its request, estimates or appraisals of insurable value, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building or buildings and improvements on the premises.

(b) Liability. Mortgagor shall carry and maintain in force at all times comprehensive public liability insurance as may be required from time to time by Mortgagee in forms, amounts, and with companies satisfactory to Mortgagee, and Mortgagor will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that the amounts of coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00) with respect to personal injury or death to one or more persons, and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with respect to damage to

property with companies having a Best's rating as good or better than as described in Subsection 4(a) hereof, and that the policy shall name Mortgagee as an additional insured party thereunder.

(c) Flood Insurance. Mortgagor shall cause to be maintained in force at all times flood insurance in an amount satisfactory to Mortgagee in accordance with the provisions of the Flood Disaster Protection Act of 1973, as amended or supplemented (the "Act"), if the area in which the premises are situated has been, or at any time during the term of this Mortgage or any extension or renewal thereof; is designated as "flood prone" or a "flood risk" area as defined in said Act, and Mortgagor shall comply with such other requirements of said Act as are appropriate.

(d) Rental Value Insurance. Mortgagor shall carry and maintain rental value insurance in a minimum amount of twelve (12) months' gross rental income of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00) with companies having a Best's rating as good or better than as described in Subsection 4(a) hereof, and having a coinsurance rate of not less than eighty percent (80%).

(e) Policies. Unless Mortgagee otherwise agrees, all policies of insurance required hereunder to be maintained, together with evidence in the form of a paid premium receipt that the premium therefor covering a period of not less than one (1) year has been prepaid, shall be deposited with Mortgagee and shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than fifteen (15) days prior to the expiration of any such policy, Mortgagor shall deposit an appropriate renewal or replacement policy and evidence of the premium payment therefor, as aforesaid.

5. Representations and Warranties. Mortgagor hereby covenants and represents that:

(a) there are no actions, investigations, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority, Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the premises.

(b) The premises presently comply with, and will continue to comply with, all applicable restrictive covenants

and applicable zoning and subdivision ordinances and building codes.

(c) Except as disclosed on Exhibit C hereto:

(i) the Premises presently comply with and will continue to comply with all applicable federal, state or local environmental, health and safety statutes and regulations;

(ii) the premises are not subject to any judicial or administrative proceeding alleging the violation of any federal, state or local environmental, health or safety statute or regulation;

(iii) the premises are not the subject of a federal or state investigation evaluating whether any remedial action is needed to respond to a release of any hazardous or toxic waste, substance or constituent, or other substance into the environment;

(iv) Mortgagor has not filed any notice under any federal or state law indicating past or present treatment, storage or disposal of a hazardous waste or reporting a spill or release of a hazardous or toxic waste, substance or constituent, or other substance into the environment;

(v) Mortgagor has no material contingent liability in connection with any release of any hazardous or toxic waste, substance or constituent, or other substance into the environment;

(vi) Mortgagor does not generate, transport, treat, or dispose of hazardous waste, as defined under 40 C.F.R. 260-270 or any state equivalent;

(vii) Mortgagor has not disposed of any hazardous waste or substance by placing it in or on the ground of the premises, and to the best of Mortgagor's knowledge neither has any lessee, prior owner, or other persons;

(viii) no underground storage tanks or surface impoundments are on the premises; and

(ix) no lien in favor of any governmental entity for (A) any liability under federal or state environmental laws or regulations; or (B) damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other substance into the environment has been filed or attached to the premises.

(d) Mortgagor owns, is licensed, or otherwise has the right to use or is in possession of all licenses, permits and governmental approvals or authorizations, patents, trademarks, service marks, trade names copyrights, franchises, authorizations and other rights that are necessary for its operation on the premises, without conflict with the rights of any other person with respect thereto.

6. Preservation, Restoration and Use of Premises. Mortgagor shall complete, within a reasonable time, any building or buildings or other improvements now or at any time in the process of being constructed upon the real estate. No building or other improvement on the premises shall (except as required by law) be altered, removed, or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels, or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrances thereon or reservation of title thereto. Subject to the provisions of Section 4 hereof, Mortgagor shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. Mortgagor shall not permit, commit, or suffer any waste, impairment, environmental contamination or deterioration of the premises or any part or improvement thereof, and shall keep and maintain the premises and every part thereof in good repair and condition and effect such repairs as Mortgagee may reasonably require, and, from time to time, make all needful and proper replacements and additions thereto so that said buildings, fixtures, machinery, and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagor shall not suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used, or represented to Mortgagee to be used. Mortgagor owns the premises free and clear of all liens, security interests, charges, easements, covenants, restrictions and other matters, exceptions and encumbrances whatsoever except those described in Exhibit "B" attached hereto and hereby made a part hereof. Mortgagor shall not, without the prior written consent of the Mortgagee, subject the premises to any use, covenants or restrictions and shall not initiate, join in or consent to any change in any existing private restrictive covenant,

zoning ordinance, or other public or private restriction limiting or defining the uses which may be made of or the kind of improvements which can be constructed or placed on the premises or any part thereof, and shall promptly notify Mortgagee of, and appear in and defend, at its sole cost and expense, any such proceedings seeking to effect any of the foregoing. Mortgagor shall not subdivide the real estate and shall not subject the premises to the provisions of the condominium laws of the state in which the premises are situated. Mortgagor shall not cause or permit the person, firm or other entity responsible for the management of the premises to be changed without Mortgagee's prior written consent.

7. Compliance with Governmental, Insurance and Other Requirements. Mortgagor shall comply with all statutes, ordinances, orders, requirements, or decrees relating to the premises or the use thereof of any federal, state, or municipal authority ("Laws"), and shall observe and comply with all conditions and requirements necessary to maintain in force the insurance required under Section 4 hereof and preserve and extend any and all rights, licenses, permits (including, but not limited to, environmental permits or licenses, zoning variances, special exceptions, and nonconforming uses) privileges, franchises, and concessions which are applicable to the premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the premises. In the event that any building or other improvement on the premises must be altered or removed to enable Mortgagor to comply with the foregoing provisions of this Section 6, Mortgagor shall not commence any such alterations or removals without Mortgagee's prior written approval of the need therefor and the plans and specifications pertaining thereto. After such approval, which shall not be unreasonably withheld or delayed, Mortgagor, at its sole cost and expense, shall effect the alterations or removal so required and approved by Mortgagee. Mortgagor shall not by act or omission permit any building or other improvement on land not subject to the lien of this Mortgage to rely on the premises or any part thereof or any interest therein to fulfill any Law, or any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the premises or any interest therein to be so used. Similarly, no building or other improvement on the premises shall rely on any land not subject to the lien of this Mortgage or any interest therein to fulfill any Law, or any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section shall be void. Mortgagor shall duly and punctually