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STATE OF INDIANA
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HOBART, INDIANA
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Chicago Title Insurance Company

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One IBM Plaza
Chicago, IL 60611

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT and FINANCING STATEMENT
[HOBART, INDIANA]**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of January 10, 2002, by Midwest Service Center, LLC, an Illinois limited liability company, having its principal office at 408 South Shelby Street, Hobart, Indiana 46342 (herein, together with its successors and assigns, called the "Mortgagor"), in favor of LaSalle Bank National Association, a national banking association, having its principal office at 135 South LaSalle, Chicago, Illinois 60603 (herein, together with its successors and assigns, called the "Mortgagee").

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RECITALS:

A. Ownership. Mortgagor is the owner of the land (the "Land") described on Exhibit A attached hereto and commonly known as 2400 East State Road 130, Hobart, Indiana. Mortgagor conducts engine repair and other activities in the normal course of its business on the Land.

B. Loan Agreement. Mortgagor and Mortgagee are parties to a Loan and Security Agreement dated June 1, 2001, as amended on June 1, 2000, June 1, 2001 and of even date herewith (herein, such Loan and Security Agreement, together with any and all amendments or supplements thereto, shall be collectively called the "Loan Agreement"), pursuant to which Mortgagee has agreed to make loans and advances to Borrower in an aggregate amount of up to \$5,770,000 (the "Loan").

C. Third Amendment. Mortgagor and Mortgagee are parties to a Third Amendment to Loan and Security Agreement whereby Mortgagee has agreed to extend to Mortgagor a real estate loan in the original principal amount of \$800,000 (the "Second Real Estate Loan") and a term loan in the original principal amount of \$200,000 (the "Second Term Loan") to finance the purchase of the Land, and make certain other modifications to the Loan Agreement.

Handwritten signature/initials

C. Note, Principal and Interest. Borrower has executed and delivered to Mortgagee promissory notes for (i) a revolving line of credit in an amount up to \$1,000,000, (ii) a term loan in the original principal amount of \$1,560,000, (iii) a real estate loan in the original principal amount of \$1,710,000, (iv) a non-revolving equipment line of credit in the amount of \$500,000, (v) the Second Real Estate Loan, and (vi) the Second Term Loan, payable to the order of Mortgagee at Chicago, Illinois, and due and payable, together with all accrued and unpaid interest, and subject to principal repayment and acceleration as provided in such promissory notes, or in this Mortgage (herein, such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured thereby, shall be collectively called the "Notes"). The Notes bear interest as provided therein on the principal amount thereof from time to time outstanding; all principal of and interest on the Notes is payable in lawful money of the United States of America at the office of the Mortgagee in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing. The Mortgagor is or will become justly indebted to Mortgagee in the amount of the Loans in accordance with the terms of the Notes. Any term capitalized but not specifically defined in this Mortgage, which is capitalized and defined in the Notes or Loan Agreement, shall have the same meaning for purposes of this Mortgage as it has for purposes of the Notes or Loan Agreement.

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NOW THEREFORE, for and in consideration of Mortgagee making the Loan and any other loan, advance or other financial accommodation at any time to or for the benefit of the Borrower, and in consideration of the various agreements contained herein and in the Related Documents (as hereinafter defined), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities (as hereinafter defined),

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, GRANTS, REMISES, RELEASES, ALIENATES, BARGAINS, SELLS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE, A CONTINUING LIEN UPON AND SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL (AS HEREINAFTER DEFINED),

RECORDERS OFFICE
TO HAVE AND TO HOLD the Collateral unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth. All of the Collateral, whether real, personal, or mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises (as hereinafter defined) and to be appropriated to the use of the Premises, and shall be for the purposes of this Mortgage deemed to be real estate and

conveyed and mortgaged hereby. As to any of the Collateral which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the Premises, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Premises are located (hereinafter referred to as the "UCC") for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the UCC), securing said indebtedness and obligations and Mortgagee shall have in addition to its rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to any of the Collateral which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof the Mortgagor is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Related Documents and the encumbrances set forth in the lender's policy of title insurance issued by Lawyers Title Insurance Company to Mortgagee insuring the lien of this Mortgage in favor of the Mortgagee (the "Permitted Exceptions"); that Mortgagor has good and lawful right to sell, mortgage and convey the Collateral; and that Mortgagor and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

I. DEFINITIONS

Related Documents. As used in this Mortgage, the term "Related Documents" means the Loan Agreement and any and all other loan agreements, security agreements, mortgages, any guaranty or indemnification agreement, the Notes, and any other documents and instruments executed and delivered to Mortgagee by or for the benefit of the Borrowers, whether pursuant to the terms of the Notes or as security therefor, or for the purpose of supplementing or amending all or any of the foregoing, all of which, as the same may be amended, modified or supplemented from time to time, are sometimes hereinafter referred to as the "Related Documents."

The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) the principal of, interest on and any and all other amounts which may at any time be or become due or owing under the Notes; (ii) all indebtedness of any kind arising under, and all amounts (including, without limitation, future advances) of any kind which may at any time be or become due or owing to the Mortgagee under or with respect to the Notes, this Mortgage, the Loan Agreement or any of the other Related Documents; (iii) all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Borrower in, under or pursuant to the Notes, this Mortgage, the Loan Agreement and all of the other Related Documents; any and all advances, reasonable costs or expenses paid or incurred by the Mortgagee to protect any

or all of the Collateral (hereinafter defined), perform any obligation of the Mortgagor hereunder or under any of the Related Documents or collect any amount owing to Mortgagee which is secured hereby; (iv) any and all other obligations of Borrower to the Mortgagee, in each case, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, joint or several, now or hereafter existing or due or to become due, and whether or not arising out of or in connection with the Notes, this Mortgage, the Loan Agreement or any of the other Related Documents; (v) interest on all of the foregoing; and (vi) all reasonable costs of enforcement and collection of the Notes, this Mortgage, the Loan Agreement, any of the other Related Documents, and the Liabilities; provided, however, notwithstanding anything to the contrary herein, the total aggregate indebtedness and Liabilities secured by this Mortgage shall not exceed an amount equal to two (2) times the amount of the Loan.

The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following, whether now owned, or hereafter acquired by the Mortgagor:

(i) Real Estate. All of the Land, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter

owned or purported to be owned by Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of Mortgagor under any lease of furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease, and all rights under and to all payments and deposits required by the provisions of Section 2.20 hereof (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademark, trade names, option rights, purchase contracts, books and records and general intangibles of Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of Mortgagor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of Mortgagor under all leases, licenses (to the extent assignable), occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person (as defined in the Loan Agreement) agrees to pay money to Mortgagor or any consideration for the use, possession or occupancy of, or the conducting of any business on, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(vii) Plans. All rights of Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");

(viii) Contracts for Construction or Services. All rights of Mortgagor if any, under any contracts executed by it with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

(ix) Contracts for Sale or Financing. All rights of Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained

the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and

(x) Other Property. All other property or rights of Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, including all proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing into cash or liquidated claims. (All of the Real Estate and the Improvements, and any other property constituting a portion of the Collateral which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

II. COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the full, timely and proper payment and performance of the Liabilities, the Mortgagor hereby covenants and agrees with, and warrants to, the Mortgagee as follows:

2.1. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal of and interest on the Notes, and all other Liabilities (including fees and charges).

2.2. Payment of Taxes. Except as provided below, the Mortgagor will pay, before delinquent, all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the other Related Documents, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee upon request all receipts showing payment of all of such taxes, assessments and charges. Mortgagor shall have the right to contest any taxes, charges, or other sums levied, imposed, assessed or claimed due by any federal, state and other governmental agency; provided Mortgagor proceeds diligently in good faith to contest such tax, charge or other sum, Mortgagor shall establish such reserves as Mortgagee shall reasonably require to protect the Collateral, and such contest shall not impair the validity or priority of the lien of this Mortgage on the Collateral.

2.3. Maintenance, Repair and Restoration of Improvements; Payment of Prior Liens. Mortgagor shall (a) promptly repair, restore or rebuild the Improvements which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit

satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) subject to force majeure, complete within a reasonable time any building or buildings now or at any time in process of erection upon the Real Estate; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) except as provided herein and in the Loan Agreement, make no alterations in the Premises which would have the effect of reducing the value of the Premises; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; and (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's written consent, which consent shall not be unreasonably withheld.

2.4. Insurance. Mortgagor shall keep the Goods, the Improvements and all other Collateral insured against loss or damage by fire and such other hazards as may be reasonably requested by Mortgagee, including, but not limited to, all-risk property insurance covering, without limitation, fire, extended coverage, vandalism and malicious mischief, in an amount that is not less than the replacement cost of the Improvements and Goods without consideration for depreciation, with an agreed upon value endorsement, insurance against business interruption and loss of rentals for such occurrences and in such amounts as the Mortgagee may require; insurance against flood if required by the Federal Disaster Protection Act of 1973, as amended, and regulations issued thereunder; comprehensive general public liability insurance, in an amount satisfactory to Mortgagee; and, during construction, builder's completed value risk insurance against "all risks of physical loss" (including collapse and transit coverage); and all other insurance commonly or, in the reasonable judgment of Mortgagee, prudently maintained by those whose business and use of real estate is similar to that of the Mortgagor. Mortgagor shall further provide Mortgagee with insurance certificates evidencing that the contractor secured by Mortgagor to perform general contracting work on the Premises has, in full force and effect, liability and worker's compensation insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts reasonably satisfactory to Mortgagee, with a standard noncontributory mortgagee clause attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. All policies shall further name Mortgagee as an additional insured and as a lender loss payee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

2.5. Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

(a) In case of loss or damage by fire or other casualty, Mortgagee is authorized to (i) settle and adjust any claim under insurance policies which insure against such risks, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Mortgagee is authorized to collect and issue a receipt for any such insurance money. At the option of the Mortgagee, such insurance proceeds may be applied in the reduction of the Liabilities, whether due or not, or may be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of the Premises. In the event Mortgagee elects to apply the insurance proceeds in reduction or satisfaction of the Liabilities, such prepayment shall be without penalty or premium to Mortgagor. Irrespective of whether such insurance proceeds are used to reimburse Mortgagor for the cost of said rebuilding or restoration or not, and irrespective of whether such insurance proceeds are or are not adequate for such purpose, the Premises shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the Premises can reasonably be expected to exceed the sum of One Hundred Thousand Dollars (\$100,000.00), then the Mortgagor shall obtain Mortgagee's approval of plans and specifications for such work before such work shall be commenced. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed in the manner and under the conditions that the Mortgagee may require and upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with architect's certificates, waivers of lien, contractor's and subcontractors' sworn statements and other evidence of cost and payments so that Mortgagee can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. If the estimated cost of completion exceeds the amount of the insurance proceeds available, the Mortgagor immediately shall, on written demand of the Mortgagee, deposit with the Mortgagee in cash the amount of such estimated excess cost. 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 such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which may remain after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the Liabilities or be paid to any party entitled thereto without interest.

(b) Any provision of this Section 2.5 to the contrary notwithstanding, provided that (i) the insurance carrier does not deny liability as to the insured and Mortgagor demonstrates to Mortgagee's satisfaction that Mortgagor has the financial capacity (taking into account any projected receipts from the Premises and any proceeds from applicable insurance policies) to fulfill its Liabilities and obligations under the Notes, this Mortgage and the other Related Documents during the process of rebuilding or restoration, (ii) no Default (as hereinafter defined) exists under this Mortgage, (iii) the proceeds of such casualty insurance are used solely for rebuilding or restoration and are

sufficient to rebuild or restore the Premises as required hereunder (or Mortgagor deposits any deficiency with Mortgagee or deposits a letter of credit or other security satisfactory to Mortgagee in its absolute discretion to cover such deficiency), (iv) the funds are released under escrow or construction funding arrangements satisfactory to Mortgagee, (v) the rebuilding or restoration can in Mortgagee's judgment be expected to be substantially completed within not more than six (6) months, and (vi) the casualty does not occur during the last six (6) months of the term of the last outstanding Note, Mortgagee agrees to make such insurance proceeds available, after deducting therefrom any expenses incurred in the collection thereof, in accordance with the other provisions of this Section 2.5 for the rebuilding or restoration of the Premises. Any excess proceeds remaining after completion of the rebuilding or restoration of the Premises may be retained by Mortgagee at its option, for application against the Liabilities as set forth above or paid to any party entitled thereto, without interest. In addition, provided that no Default exists under this Mortgage, any proceeds of rent loss or similar insurance shall be made available to Mortgagor to pay debt service under the Notes and operating expenses.

2.6. Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Notes or any of the other Related Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to the Notes, this Mortgage, or any of the other Related Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee. Thereafter, if the Mortgagor fails to make payment of all such sums within ten (10) business days of the Mortgagee's demand therefor, such failure shall constitute a Default (hereinafter defined) hereunder and all sums secured hereby shall become immediately due and payable.

2.7. Effect of Extensions of Time. If the payment of the Liabilities or any part thereof is extended or varied or if any part of any security for the payment of the Liabilities is released or additional security is taken, all persons now or at any time hereafter liable therefor, or interested in the Collateral, shall be held to assent to such extension, variation, or taking of additional security or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, taking of additional security or release.

2.8. Recorded Instruments. That Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instru-

ments of record affecting the Collateral, noncompliance with which would affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or other occupant of the Premises, or any part thereof, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Premises.

2.9. 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, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of the Mortgagor as lessor under any of the Leases. All monies paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies reasonably advanced by Mortgagee in regard to any stamp tax or any Leases or to protect the Premises and the lien hereof, shall be added to the Liabilities, and shall become immediately due and payable without notice and with interest thereon at the Default Interest Rate (as defined in the Loan Agreement). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default on the part of Mortgagor.

2.10. Mortgagee's Reliance on Tax Bills. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

2.11. Condemnation.

(a) Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation (the "Condemnation Proceeds"). The Mortgagee may elect to apply the Condemnation Proceeds upon or in reduction of the Liabilities, whether due or not, or make the Condemnation Proceeds available for restoration or rebuilding of the Premises. In the event Mortgagee elects to apply the Condemnation Proceeds in reduction or satisfaction of the Liabilities, such prepayment shall be without penalty or premium to Mortgagor. Irrespective of whether the Condemnation Proceeds are made available for restoration or rebuilding, and irrespective of whether the Condemnation Proceeds are adequate for such purpose, the Premises shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In the event the

Condemnation Proceeds are made available for rebuilding or restoration, the Condemnation Proceeds shall be disbursed in the manner and under the conditions that the Mortgagee may require and paid out in the same manner as provided in Section 2.5 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. In such event, if the estimated cost to complete rebuilding or restoration exceeds the Condemnation Proceeds, Mortgagor immediately shall, on written demand of the Mortgagee, deposit with the Mortgagee in cash the amount of such excess cost. Any surplus which may remain (exclusive of funds provided directly by Mortgagor, which shall be refunded to Mortgagor) after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the Liabilities or be paid to any party entitled thereto, without interest. In the event that the Condemnation Proceeds exceed the Liabilities plus all costs and expenses incurred by Mortgagee in the connection with the satisfaction in full of the Liabilities, Mortgagee shall return such excess to Mortgagor.

(b) Any provision of this Section 2.11 to the contrary notwithstanding, provided that (i) Mortgagor demonstrates to Mortgagee's satisfaction that Mortgagor has the financial capacity (taking into account any projected receipts from the Premises and the Condemnation Proceeds) to fulfill its obligations under the Notes, this Mortgage and the other Related Documents during the process of rebuilding or restoration, (ii) no Default exists under this Mortgage, (iii) the Condemnation Proceeds are used solely for rebuilding or restoration and are sufficient to rebuild or restore the Premises as required hereunder (or Mortgagor deposits any deficiency with Mortgagee or deposits a letter of credit or other security satisfactory to Mortgagee in its absolute discretion to cover such deficiency), (iv) the funds are released under escrow or construction funding arrangements satisfactory to Mortgagee, (v) the rebuilding or restoration can in Mortgagee's judgment be expected to be substantially completed within not more than six (6) months, and (vi) the condemnation does not occur during the last six (6) months of the term of the last outstanding Note, Mortgagee agrees to make the Condemnation Proceeds available, after deducting therefrom any expenses incurred in the collection thereof, in accordance with the other provisions of this Section 2.11 for the rebuilding or restoration of the Premises. Any excess remaining after completion of the rebuilding or restoration of the Premises may be retained by Mortgagee at its option, for application against the Liabilities as set forth in Section 2.5 above, or paid to any party entitled thereto, without interest. In addition, provided that no default exists under this Mortgage, any proceeds of rent loss or similar insurance shall be made available to Mortgagor to pay debt service and operating expenses.

2.12. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times, upon reasonable advance notice (except in the event of a Default by Mortgagor hereunder), and access thereto shall be permitted for that purpose.

2.13. Continuing Priority. The Mortgagor will: pay such reasonable fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time

request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above ; keep all of its books and records relating to the Collateral on the Premises or at such address; keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any Rents or the proceeds of any of the Leases or Intangibles more than thirty (30) days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

2.14. Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

2.15. Contract Maintenance; Other Agreements; Leases.

(a) The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy in all material respects each obligation, condition, covenant, and restriction of the Mortgagor affecting the Premises or imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby, including, without limitation, the Leases, the Contracts for Sale, the Contracts for Construction and the Intangibles (collectively, the "Third Party Agreements"), so that there will be no default thereunder which, in the reasonable judgment of Mortgagee, would impair the prospect of payment or performance by Mortgagor of its obligations hereunder, and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to avoid such performance. Without the prior written consent of the Mortgagee, the Mortgagor shall not (i) make or permit any termination or amendment of the rights of the Mortgagor under any Third Party Agreement; (ii) collect rents or the proceeds of any Leases or Intangibles more than thirty (30) days before the same shall be due and payable; (iii) modify or amend any Leases in any material respect, or cancel or terminate the same or accept a surrender of the leased premises (except upon a default by a tenant under a Lease); (iv) except as required of Mortgagor in any Lease, consent to the assignment or subletting of the whole or any portion of any lessee's interest under any Lease, or grant any options to renew; or (v) in any other manner impair Mortgagee's rights and interest with respect to the Rents. The Mortgagor will (i) furnish Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; (ii) exercise within ten (10) business days of any demand therefor by Mortgagee any right to request from the lessee under any Lease a certificate with respect to the status thereof; or (iii) not permit any Lease to become subordinate to any lien on the Premises without the prior written consent of Mortgagee and will include in each Lease entered into after the date

hereof a provision whereby the tenant thereunder covenants that it will not subordinate its leasehold interest therein to any lien on the Premises without the prior written consent of Mortgagee. The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall, to the extent required by applicable law or the Related Documents, be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

(b) Nothing in this Mortgage or in any of the other Related Documents shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord 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, each and all of which covenants and payments Mortgagor agrees to perform and pay. Unless waived by Mortgagee, each of the Leases entered into after the date hereof shall have a subordination provision in form and substance reasonably satisfactory to Mortgagee, subordinating the interest of the tenants under the Leases to this Mortgage, and all renewals, modifications, consolidations, replacements and extensions hereof and shall have attornment and noncancellation clauses in form and substance reasonably satisfactory to Mortgagee. Until all of the Liabilities and other sums secured by this Mortgage are paid in full, Mortgagee reserves the right to require that any Lease entered into after the date hereof be made either superior to or inferior to the lien of this Mortgage.

(c) All Leases entered into after the date hereof shall contain language stating that in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each Lease shall 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, and shall not be bound by any amendment or modification to any Lease made without the consent of Mortgagee or said successor in interest. Each such lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

2.16. Notify the Mortgagee of Default. The Mortgagor shall notify the Mortgagee in writing forthwith upon learning of the occurrence of any Default hereunder, which notice shall describe such Default and the steps being taken by the Mortgagor with respect thereto.

2.17. Restrictions on Transfers; Assignments; Future Leases.

(a) Mortgagor shall not, without first obtaining the express written consent of Mortgagee (which consent shall not be unreasonably withheld), create, effect or consent to or suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, whether any such conveyance, sale, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 2.17 shall not apply (A) to the lien of this Mortgage or any lien created pursuant to the other Related Documents or (B) to the lien of current taxes and assessments not yet due and payable.

(b) The Mortgagor shall not cause or permit any Rents, Leases, Contracts for Sale or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law, which consent by Mortgagee shall not be unreasonably withheld.

(c) The Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except under Leases approved in writing by the Mortgagee, which approval shall not be unreasonably withheld or delayed, and pursuant to the terms of this Mortgage.

2.18. Assignment of Leases and Rents and Collections.

(a) All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee after a Default in payment of the Liabilities and all other sums payable under this Mortgage. Prior to the occurrence of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor (except as otherwise required by this Mortgage or under applicable law), upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Article III hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any

part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

(b) The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Liabilities and otherwise in compliance with the provisions of this Mortgage.

(c) The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The Mortgagor shall at any time or from time to time, upon request of the Mortgagee, transfer and assign to the Mortgagee in such form as may be satisfactory to the Mortgagee, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder, the Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph (a) above.

(d) The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgagee or any participating interest therein or to any Person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage. After a Default, the Mortgagee shall have the authority, as the Mortgagor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of the Mortgagor and to bind the Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Collateral.

2.19. Hazardous Materials. Except as set forth in Schedule 5.19 of the Loan Agreement, to the best of Mortgagor's knowledge, the Premises and its present use comply, and at all times shall comply, with all Federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material now, or at any time hereafter, in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act and any so-called "Superfund" or "Superlien" law all as amended or hereafter amended (all of the foregoing are hereinafter called the "Environmental Laws"). Neither the Mortgagor nor, to the best of Mortgagor's knowledge, any other Person has ever caused or permitted any

Hazardous Material (hereinafter defined) to be generated or disposed of on, under or at the Premises or the Real Estate or any part thereof or any other real property legally or beneficially owned (or any interest or estate in real property which is owned) or operated by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned in whole or in part by the Mortgagor) and to the best of Mortgagor's knowledge, no such real property has ever been used (whether by the Mortgagor or by any other Person) as (i) a dump site or permanent storage site for any Hazardous Material or (ii) a temporary storage site for Hazardous Material.

Mortgagor hereby covenants that it will not (except in compliance with applicable Environmental Laws) use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Materials or allow any other person or entity to do so.

In the event that any investigation, site monitoring, containment, clean-up, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is required by any of the Environmental Laws in connection with, the current or future presence, suspected presence, release or suspected release of any Hazardous Materials in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises (or any portion thereof), Mortgagor shall within thirty (30) days after written demand for performance thereof by Mortgagee (or such shorter period of time as may be required under any of the Environmental Laws), commence and thereafter diligently prosecute to completion, all the Remedial Work. The Remedial Work shall be performed by contractors approved in advance by Mortgagee, and under the supervision of a consulting engineer approved by Mortgagee. All costs and expenses of the Remedial Work shall be paid by Mortgagor including, without limitation, Mortgagee's reasonable attorneys' fees, paralegal fees and costs incurred in connection with monitoring or review of the Remedial Work. In the event Mortgagor shall fail to timely prosecute to completion the Remedial Work, Mortgagee may, but shall not be required to, cause the Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Liabilities. Mortgagor hereby covenants and agrees to perform, within ninety (90) days from the execution hereof, all Remedial Work suggested in the Environmental Assessment (as defined in the Loan Agreement) relating to the Premises, which Remedial Work shall be performed in accordance with the provisions set forth in this paragraph. Any work required to be performed hereunder shall commence as soon as practicable after receipt of applicable governmental authority permits, which shall be applied for as soon as practicable, but in no event later than 180 days after the date hereof.

The Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Real Estate or any other real property owned or operated

by the Mortgagor of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Environmental Laws, regardless of whether or not caused by, or within the control of, the Mortgagor, unless caused solely by the gross negligence of third parties employed by Mortgagee). This indemnity shall survive the reconveyance or release of the lien of this Mortgage, the extinguishment of the lien by foreclosure or action and reconveyance or extinguishment, or the delivery of a deed in lieu of foreclosure.

For purposes of this Mortgage, "Hazardous Material" means and includes (i) any crude oil, asbestos, PCBs or dioxins, or insulation or other material composed of or containing asbestos, PCBs or dioxins, or (ii) any hazardous, toxic or dangerous or radioactive waste, substance or material defined as such in (or for purposes of) any of the Environmental Laws.

2.20. Reserve for Taxes, Assessments and Insurance. The Mortgagor covenants and agrees that from and after a Default by Mortgagor hereunder, at Mortgagee's option, Mortgagor shall pay to the Mortgagee (or as directed by Mortgagee, to a depository institution ("Depository")) monthly until the Notes and all of the other Liabilities have been paid in full, in addition to the monthly payments of principal and interest under the terms of the Notes and concurrently therewith monthly until the Notes are fully paid, a sum equal to taxes and assessments next due upon the Premises (all as estimated by the Mortgagee) and the premiums that will next become due and payable on policies of fire, rental value and other insurance covering the Premises required under the terms of this Mortgage, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and insurance premiums will become due and payable, such sums to be held by the Mortgagee or the Depository, if any, to pay each of the said items.

All payments described above in this Section 2.20 (if required to be paid by Mortgagor as described above) shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee or the Depository, if any, to the foregoing items in such order as the Mortgagee shall elect in its sole discretion. Such amounts will be held in an account pledged to Mortgagee, which account shall be interest bearing. Interest accruing on monies held in such account shall be available to Mortgagor.

If Mortgagee or the Depository is collecting taxes, assessments and insurance premiums as described above, the Mortgagor shall also pay to the Mortgagee, at least 30 days prior to the due date of any taxes, assessments or insurance premiums levied on, against or with respect to the Premises, such additional amount as may be necessary to provide the Mortgagee or the Depository, if any, with sufficient funds to pay any such tax, assessment and insurance premiums under this Section 2.20 at least 30 days in advance of the due date thereof. The Mortgagor's failure timely to make any payments required under this Section 2.20 shall be a Default under this Mortgage.

If Mortgagee or the Depository is collecting taxes, assessments and insurance premiums as described above, the Mortgagee or the Depository, if any, shall, within twenty

(20) days of receipt from the Mortgagor of a written request therefor together with such supporting documentation as the Mortgagee may reasonably require (including, without limitation, official tax bills or statements for insurance premiums), cause proper amounts to be withdrawn from the applicable depository account and paid directly to the appropriate tax collecting authority or insurer. Even though the Mortgagor may have made all appropriate payments to the Mortgagee or the Depository, if any, as required by this Mortgage, the Mortgagor shall nevertheless have full and sole responsibility at all times to cause all taxes, assessments and insurance premiums to be fully and timely paid, and the Mortgagee or any Depository shall have no responsibility or obligation of any kind with respect thereto except with respect to payments required to be made by the Mortgagor hereunder for which the Mortgagee or the Depository, if any, has received funds to cover such payments in full and all statements, invoices, reports or other materials necessary to make such payments, all not less than thirty (30) days prior to the deadline for any such payment. If at any time the funds so held by the Mortgagee shall be insufficient to cover the full amount of all taxes, assessments and insurance premiums then accrued (as reasonably estimated by the Mortgagee) with respect to the then-current twelve-month period, the Mortgagor shall, within ten (10) days after receipt of notice thereof from the Mortgagee or the Depository, if any, deposit with the Mortgagee or the Depository, if any, such additional funds as may be necessary to remove the deficiency. Failure to do so within such 10-day period shall be a Default hereunder and all sums hereby secured shall immediately become due and payable at the option of the Mortgagee. In the event of a Default or if the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee, accumulations under this Section 2.20 may be applied to the Liabilities in such order of application as the Mortgagee may elect in its sole discretion. Any Depository hereunder shall not be liable for any act or omission performed in good faith or pursuant to the direction of any party hereto, but shall be liable only for its negligence or willful misconduct.

2.21. Governmental Requirements; Utilities. The Mortgagor will at all times fully comply with, and cause the Collateral and the use and condition thereof fully to comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof, and will observe and comply in all material respects with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, landmark preservation, construction, access, water rights and use, noise and pollution) which are applicable to the Mortgagor or have been granted for the Collateral or the use thereof.

2.22 Compliance with Agreements. Mortgagor shall not do, permit suffer or refrain from doing anything as a result of which a default by the Mortgagor would exist under the Loan Agreement.

III. DEFAULT; REMEDIES

3.1. Defaults. Each of the following shall constitute a default ("Default") hereunder:

(a) Failure by Mortgagor to make any payment required hereunder after such payment obligation becomes or is declared due or demanded which failure is not cured within ten (10) days after notice thereof from Mortgagee; or

(b) Failure by Mortgagor to perform, keep or observe any obligation, covenant, condition or agreement contained herein which failure is not cured within fifteen (15) days after notice thereof from Mortgagee, provided, however, that Mortgagor shall not be in Default hereunder if such failure cannot reasonably be cured within fifteen (15) days so long as Mortgagor is diligently proceeding to cure such failure and such failure is cured by Mortgagor within thirty (30) days after the aforementioned notice thereof from Mortgagee. Notwithstanding the foregoing, such fifteen (15) day and thirty (30) day cure periods set forth in this Section 3.1(b) shall not apply to the specific Defaults set forth in the remainder of this Section 3.1; or

(c) Non-compliance by Mortgagor with, or failure by Mortgagor to pay or perform, any obligation, covenant, condition or agreement contained in the Notes, Loan Agreement, or any Related Document which is not cured within any applicable grace or cure period; or

(d) Any representation or warranty made by or on behalf of Mortgagor to Mortgagee contained herein shall prove to have been knowingly false or misleading as of the time such representation or warranty was made and Mortgagee notifies Mortgagor thereof in writing; or

(e) A default by the Mortgagor occurs under the terms of any of the Leases or under any other Third Party Agreement and any such default continues for more than the applicable period of grace, if any, therein set forth and such default, in the reasonable judgment of Mortgagee, will impair the prospect of payment or performance by Mortgagor of its obligations hereunder; or

(f) The occurrence of any of the following: (i) the Mortgagor or any guarantor of the Liabilities shall file a petition seeking relief under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") or any similar law, state or Federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (ii) an order for relief shall be entered in an involuntary case against the Mortgagor or any guarantor, or a trustee or a receiver shall be appointed for the Mortgagor or any guarantor of the Liabilities, or for all of the property of Mortgagor or any guarantor of the Liabilities, or the major part thereof, in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the

Mortgagor or any guarantor of the Liabilities, or the major part thereof, in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor or any guarantor of the Liabilities, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (iii) the Mortgagor or any guarantor of the Liabilities, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or a major part of its property; or (iv) the Mortgagor or any guarantor of the Liabilities is formally charged under a Federal or state law, for which forfeiture of the Premises is a potential penalty.

3.2. Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Notes, and all other Liabilities, together with interest thereon at the Default Interest Rate (as defined in the Loan Agreement) shall, notwithstanding any provisions of the Notes or the other Related Documents, at once, at the option of the Mortgagee, become immediately due and payable without demand or notice of any kind to the Mortgagor or any other Person. Further, in the event Mortgagee shall be or become entitled to, or shall, accelerate the indebtedness secured hereby, Mortgagee shall have the right, at Mortgagor's reasonable expense, to conduct an environmental audit, review and assessment of the Premises and Mortgagor hereby consents to Mortgagee and its representatives entering upon the Premises for such purpose. The scope of such environmental audit, review and assessment shall be determined by Mortgagee.

3.3. Foreclosure; Expense of Litigation. Upon the occurrence of any Default, Mortgagee shall have the right immediately to foreclose this Mortgage. In any civil action to foreclose the lien hereof, there shall be allowed and included as Liabilities in the order or judgment for sale all reasonable expenditures and reasonable expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the order or judgment) of procuring all such 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 civil actions or to evidence to bidders at any sale which may be held pursuant to such order or judgment the true condition of the title to or the value of the Collateral. All expenditures and expenses of the nature in this Section 3.3 mentioned, and such reasonable expenses and reasonable fees as may be incurred in the protection of the Collateral and maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Notes or the other Liabilities, including probate, bankruptcy and appellate proceedings, or in preparation for the commencement or defense of any proceeding or threatened civil actions or proceeding shall be immediately due and payable by Mortgagor and shall be secured by this Mortgage.

3.4. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority:

first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 3.3 hereof; second, all other items which may under the terms hereof constitute Liabilities other than the Liabilities evidenced by the Notes, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Notes; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

3.5. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, upon written notice to Mortgagor, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Notes may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Liabilities, or by any judgment or order foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

3.6. 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 before or after the Liabilities secured hereby are declared to be immediately due, 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 agents or attorneys. In such event Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner 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, 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 the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power to:

(a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof, to the extent permitted under applicable law; (c) extend or modify any 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 of Liabilities and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from a foreclosure of this Mortgage, discharge of the Liabilities, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee may deem reasonably appropriate; (e) insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) receive all of such Rents and proceeds, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without prior notice to Mortgagor.

3.7. Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers conferred herein, shall have full power to use and apply the Rents and proceeds of the Premises to the payment of or on account of the following, in such order as Mortgagee may reasonably determine:

- (a) to the payment of the operating expenses of the Premises, including the cost to manage and lease the Premises (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) to the payment of all repairs, replacements, alterations, additions, betterments, and improvements of the Premises and of placing the Premises in such condition as will, in the reasonable judgment of Mortgagee, make it readily marketable and rentable; and
- (d) to the payment of any of the Liabilities or any deficiency which may result from any foreclosure sale.

3.8. Performance of Third Party Agreements. The Mortgagee may, in its reasonable discretion at any time after the occurrence of a Default, notify any Person obligated to the Mortgagor under or with respect to any Third Party Agreements of the

existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder and exercise, on behalf of the Mortgagor, any and all rights of the Mortgagor under the Third Party Agreements as the Mortgagee, in its reasonable discretion, deems necessary or appropriate; and the Mortgagor agrees to cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

3.9. Relief from Automatic Stay. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under the Bankruptcy Code, (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, then, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Notes, this Mortgage and the other Related Documents and as otherwise provided by law, and Mortgagor hereby irrevocably waives its right to object to such relief.

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

IV. GENERAL

4.1. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of the Liabilities and upon payment of \$200.00 documentation fee to Mortgagee for the execution of such release.

4.2. Giving of Notice. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to be given if and when personally delivered, or on the fifth business day after being deposited in the United States registered or certified mail, postage prepaid and sent via facsimile with a copy sent in the same manner to Borrower's attorney (as set forth in the Loan Agreement), and (i) if to Mortgagor, addressed to it at the address shown above and (ii) if to the Mortgagee, addressed to it at its address shown above, or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

4.3. [Intentionally Deleted].

4.4. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself, and all who may claim through or under it, waives any and all right to have the property and estates comprising the Collateral marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Collateral sold separately or as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the Collateral subsequent to the date of this Mortgage. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 1101 et seq. (the "Act").

4.5. Compliance with Indiana Mortgage Foreclosure Law. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Indiana law regarding mortgage foreclosures, the provisions of Indiana law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such Indiana law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Indiana law, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Section 3.3 of this Mortgage, shall be added to the Liabilities secured by this Mortgage or by the judgment of foreclosure.

4.6. Security Agreement; Fixture Filing. In the event of a Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding as to both real property and personal property in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the personal property Collateral securing the Liabilities separately from the real property, ten (10) business days notice of the sale of the personal property Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Goods or other personal property or fixtures securing the Liabilities except that so long as no Default has occurred and is continuing, Mortgagor shall be permitted to sell or otherwise dispose of such property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other property at least reasonably equivalent in value to that disposed of and in such a manner so that said other property shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall always be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the property securing the Liabilities shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on the reasonable request of the Mortgagee, deliver to the Mortgagee in reasonable detail an inventory of the Goods and other personal property securing the Liabilities. The Mortgagor covenants and represents that the Goods and all other personal property securing the Liabilities now are, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances or security interest of others.

4.7. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all Federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes and this Mortgage.

4.8. No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Third Party Agreements or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder except due to Mortgagee's gross negligence and/or willful misconduct; and any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of

the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral except due to Mortgagee's gross negligence or willful misconduct. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any lessee, licensee, employee, stranger or other Person except due to Mortgagee's gross negligence and/or willful misconduct. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability except due to Mortgagee's gross negligence and/or willful misconduct. Should the Mortgagee incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and reasonable attorneys' fees.

4.9. Successors. This Mortgage, and all provisions hereof, shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include 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 Notes secured hereby.

4.10. Severability and Governing Law. In the event one or more of the provisions contained in this Mortgage or the Notes secured hereby or any other Related Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The creation of this Mortgage, the perfection of the lien or security interest in the Premises, and the rights and remedies of Mortgagee with respect to the Premises, as provided herein and by the laws of the state in which the Premises are located, shall be governed by and construed in accordance with the internal laws of the state in which the Premises are located without regard to principles of conflicts of law. Otherwise, the Loan Agreement, the Notes, the other Related Documents, and all other obligations of Mortgagor (including, but not limited to, the liability of Mortgagor for any deficiency following a foreclosure of all or any part of the Premises) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such State being the State where such documents were executed and delivered.

4.11. No Offset. No offset or claim that Mortgagor now has or may have in the future against Mortgagee shall relieve Mortgagor from paying any amounts due under the Notes secured hereby or from performing any other obligations contained herein or secured hereby.

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

4.13. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.14. Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

4.15. Loan Agreement and other Related Documents; Obligatory Future Advances.

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of this Mortgage, the Notes, the Loan Agreement and all of the other Related Documents.

(b) This Mortgage is granted to secure future advances and loans from Mortgagee to or for the benefit of the Mortgagor or the Premises, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Notes and the other Related Documents. All advances, disbursements or other payments by Mortgagee to Mortgagor are obligatory advances and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded. All future advances that may be subsequently made by Mortgagee shall be made within 20 years of the date hereof and have the same priority as advances made on the date hereof although there may be no advances made on the date hereof and although there may be no indebtedness outstanding at the time any future advance is made.

4.16. No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by Mortgagor or any agent of Mortgagor with a property manager shall contain a "no lien" provision whereby the property manager forever and unconditionally waives and releases any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law. Such property management agreement or a short form thereof including such waiver shall, at the Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located. In addition, the Mortgagor shall cause the property manager to enter into a subordination agreement with the Mortgagee, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a Default under this Mortgage.

4.17. Waiver of Jury Trial. MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, IN CONNECTION WITH, OR RELATING TO THIS MORTGAGE, THE LOAN AGREEMENT OR ANY OF THE RELATED DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF MORTGAGOR OR MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THIS MORTGAGE.

4.18. Miscellaneous.

(a) Mortgagor represents that the proceeds of the Loan will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

(b) Mortgagor on written request of the Mortgagee will furnish a signed statement of the amount of the Liabilities and whether or not any Default then exists hereunder and specifying the nature of such Default or Defaults.

(c) Mortgagee shall have the right at its option to foreclose this Mortgage subject to the rights of any tenant or tenants under the Leases and the failure to make any such tenant or tenants a party defendant to any such civil action or to foreclose their rights will not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Liabilities, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Collateral, any statute or rule of law at any time existing to the contrary notwithstanding.

(d) At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to

insurance proceeds or any award in condemnation) to any and all of the Leases upon the execution by Mortgagee and recording or registering thereof, at any time hereafter, in the office wherein this Mortgage was recorded or registered, of a unilateral declaration to that effect.

(e) Mortgagor covenants and agrees that, if the disclosure requirements of the Indiana Responsible Property Transfer Law ("RPTL"), IC 13-7-22.5-1 et seq., apply to the loan transaction contemplated by this Mortgage, Mortgagor will comply with RPTL and will timely execute and deliver to Mortgagee such disclosure documents as may be required by RPTL. Mortgagor agrees to place of record simultaneously with the recording of this Mortgage, any disclosure statement furnished to Mortgagee pursuant to this paragraph and also to file simultaneously therewith a true and correct copy of said disclosure statement with the Indiana Department of Environmental Management.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Mortgagor has executed this Mortgage at Chicago, Illinois, on the day and year first above written, pursuant to proper authority duly granted.

MIDWEST SERVICE CENTER,
LLC

By: *M. [Signature]*
Title: PRESIDENT

By: *David [Signature]*
Title: Vice President



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ana L. Fernandez, a notary public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT David Barnes / Mahmoud Maza heri, personally known to me to be the _____ of Midwest Service Center, LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to proper authority, as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of January, 2002.

Ana L. Fernandez
Notary Public

My commission expires:

8/25/02

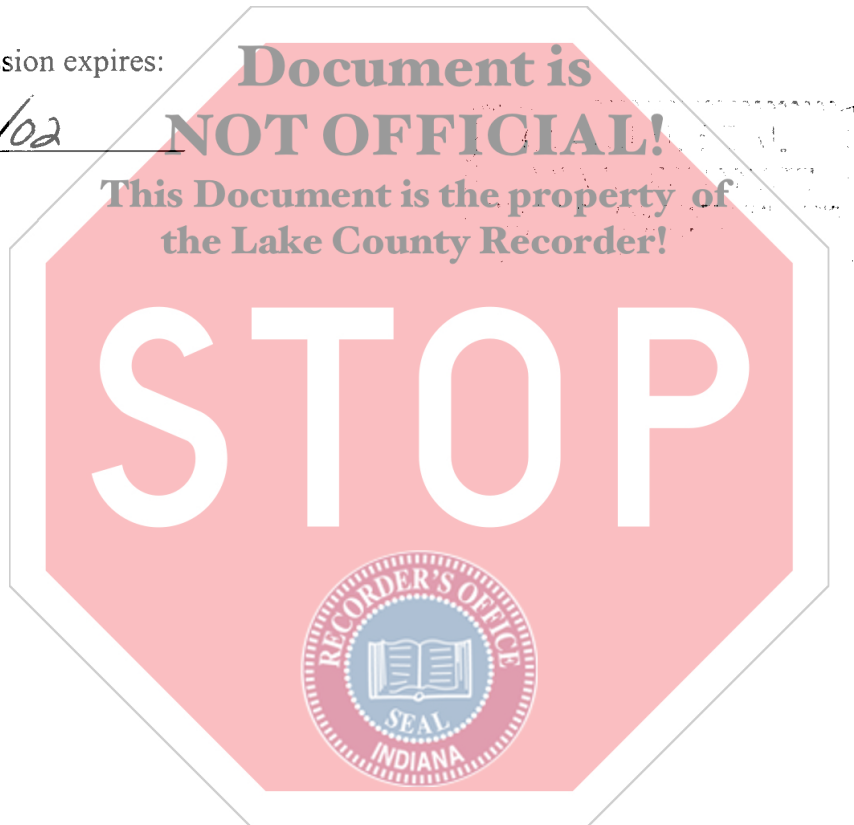


EXHIBIT A

Legal Description

Lot 1, in Ittel's Industrial Park, Unit No. 1, as per plat thereof recorded in Plat Book 59 page 34, and as corrected by Certificate of Correction recorded July 22, 1985 as Document No. 812373, in the Office of the Recorder of Lake County, Indiana.

AND ALSO part of the West 1/2 of the NE1/4 of Section 33, Township 36 North, Range 7 West of the 2nd P.M., more particularly described as follows: Commencing at a point on the West line of the NE1/4 of said Section 33 and 941.69 feet South of the Northwest corner thereof; thence North 89°56'30" East parallel to the North line of said Section 33 a distance of 1322.97 feet more or less to the East line of the West 1/2, NE1/4 of said Section 33; thence South 01°27'36" East along the East line of the West 1/2, NE1/4 of said Section 33 a distance of 1613.79 feet more or less to the Northeast corner of Lot 2 of Gil-Mar Ittel's Industrial Park as recorded in Plat Book 78 page 6 in the office of the Recorder of Lake County, Indiana; thence North 66°09'20" West along the Northerly line of said Gil-Mar Ittel's Industrial Park and the Northerly line of Ittel's Industrial Park as recorded in Plat Book 59 page 34, a distance of 1463.25 feet more or less to the Northwest corner of said Ittel's Industrial Park; thence North 01°26'39" West along the West line of the NE1/4 of said Section 33 a distance of 1020.72 feet more or less to the point of the beginning, containing 40.00 acres more or less.

NOTE: According to FIRM Community Panel-Panel #180136-005-B, dated December 4, 1979, the above described parcel is in the Zone "C".

P.I.N.S.:

27-17-0271-0001

Common Address:

2400 East State Road 130, Hobart, Indiana 46342

