

21

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 047877

2005 JUN 10 AM 9:53

MICHAEL A. BROWN  
RECORDER

Box for Recorder's Use Only

cm620053596

**MORTGAGE, SECURITY AGREEMENT AND  
UCC FINANCING STATEMENT**

THIS MORTGAGE, SECURITY AGREEMENT AND UCC FINANCING STATEMENT is dated as of June 1, 2005 and is made between 700 West Lincoln Highway, LLC, an Indiana limited liability company located at 700 US Route 30, Schererville, Indiana 46545 ("Mortgagor") and Hyde Park Bank and Trust Company ("Mortgagee"), located at 1525 East 53rd Street, Chicago, Illinois 60615.

**NOT OFFICIAL!**

WITNESSETH:

**This Document is the property of**

Mortgagor has executed an Installment Note dated as of June 1, 2005 payable to the order of the Mortgagee in the principal amount of \$1,358,750.00 ("Note"), plus interest at the rates provided for in the Note which rates are variable rates. The amount of the aggregate unpaid principal balance plus any accrued and unpaid interest is due and payable in full on June 1, 2015 unless otherwise renewed and/or extended. The total amount of indebtedness secured by this Mortgage at any one time, shall not exceed a maximum principal amount of \$2,800,000.00 plus additional advances, plus interest thereon, and any other disbursements made by Mortgagee for the payment of taxes, special assessments, performance of any covenants contained herein, disbursements authorized by this Mortgage or insurance on the Premises, with interest on such disbursements. The lien and security interest granted by this Mortgage, Security Agreement and UCC Financing Statement ("Mortgage") also secures all future advances made by Mortgagee to Mortgagor and other future Liabilities of Mortgagor to Mortgagee existing now or existing after the date of this Mortgage. All future advances and all future Liabilities are secured by this Mortgage even though all or part may not yet be advanced. All future advances and other future Liabilities are secured as if made on the date of this Mortgage. Nothing, however, in this Mortgage shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to and be in a separate writing signed by Mortgagee. The lien and security interest granted Mortgagee under this Mortgage also secures all additional sums advanced and expenses incurred by Mortgagee for insuring, preserving or otherwise protecting the Premises and its value and any other sums advanced and expenses incurred by Mortgagee under the terms of this Mortgage.

Chicago Title Insurance Company

5/2/05  
er

## GRANT OF MORTGAGE

1.1. Premises, Improvements and Goods. To secure payment of the indebtedness evidenced by the Note, including any future advances thereunder and any restatements, renewals, extensions, amendments, modifications and substitutions of the Note, the Liabilities and the performance of the covenants and agreements of Mortgagor hereunder, Mortgagor does by these presents WARRANT, CONVEY, and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Lake, and State of Indiana, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with (i) all, improvements, buildings, tenements, hereditaments, appurtenances, strips and gores of land, water, gas, oil, minerals, and easements located in, on, over or under the Premises, and all types and kinds of building and construction materials, furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used in any construction on the Premises or to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves, refrigerators, dishwashers and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises (collectively, the "Improvements"); and (ii) all building materials, goods, construction materials, appliances, blinds, window shades, carpeting, floor coverings, elevators, office equipment, beds, dressers, chairs, couches, radios, televisions, telephones, growing plants, fire sprinklers and alarms, control devices, equipment, and all window cleaning, building cleaning, recreational, monitoring, garbage, air conditioning, pest control and other equipment, tools, furnishings, furniture, light fixtures, non-structural additions to the Premises and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Premises, any construction undertaken in or on the Premises, any trade, business or other activity (whether or not engaged in for profit) for which the Premises is used, the maintenance of the Premises or the convenience of any guests, licensees, lessees or invitees of Mortgagor and regardless of whether located in or on the Premises or located elsewhere for purposes of fabrication, storage or otherwise and all renewals and replacements therefor or articles in substitution thereof, and all proceeds and products thereof, if and to the extent owned by Mortgagor (all of the foregoing is herein referred to as "Goods"). The Goods are being pledged primarily and on a parity with the Premises and not secondarily. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them. Notwithstanding the agreement that the Goods shall be deemed a part of the Premises, to the extent that the Goods may constitute goods as defined under the Indiana Uniform Commercial Code, this Mortgage shall constitute a security agreement creating a security interest in the Goods, as collateral, with Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with the Indiana Uniform Commercial Code and as more specifically provided for herein.

1.2 Accounts and Intangibles. Further, Mortgagor does hereby grant a security interest in, pledge, assign, transfer, deliver and grant to Mortgagee all of Mortgagor's right, title and interest in and to all accounts and general intangibles relating to the development or use of the Premises, including but not limited to all governmental permits relating to construction of and use of the Premises, and all goodwill in any way relating to the Premises whether now existing or hereafter acquired or arising and in all accessions thereto and products and proceeds thereof (collectively, the "Accounts and Intangibles").

1.3 Further, Mortgagor does hereby pledge, assign, transfer, deliver and grant to Mortgagee, all contracts and contract rights for the Premises including but not limited to any options to purchase the Premises, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

1.4 Grant of Security Interest in Personal Property. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Indiana Uniform Commercial Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee pursuant to any of the provisions of this Mortgage and (b) with respect to any Goods which may not be deemed to be affixed to the Premises owned by Mortgagor or in which Mortgagor has an interest within the meaning of the Indiana Uniform Commercial Code and all replacements of, substitutions for, additions to and proceeds thereof (collectively, the "Personal Property"). Mortgagor hereby grants Mortgagee a security interest in the Personal Property, to secure payment of the Liabilities. The provisions of this Section 1.4 shall not limit the applicability of any other provision of this Mortgage but shall be in addition to the other provisions of this Mortgage.

1.5 UCC Financing Statement. Mortgagor will, at Mortgagor's expense, deliver to Mortgagee such financing statements, information and other documents in form and substance satisfactory to Mortgagee and will perform all such acts as Mortgagee shall request or require from time to time to establish and maintain a perfected security interest in the Personal Property. Mortgagor hereby irrevocably appoints Mortgagee as attorney-in-fact to execute and/or file on behalf of the Mortgagor any Financing Statements and Amendments thereto and documents of assignment, in order to perfect and maintain a perfected security interest in the Goods and Personal Property.



1.6 Rights of Secured Party. Upon and after any Default and the expiration of any applicable cure period, Mortgagee shall have all the rights and remedies of a secured party under the laws of Indiana and Illinois, as amended from time to time, this Mortgage, the Note, and any other instruments, documents and agreements relating to the Liabilities or the Personal Property or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, Mortgagee may (a) in its sole discretion declare any or all of the Liabilities to be immediately due and payable without further notice or demand to Mortgagor or any other person; (b) in connection with the collection, any amounts due under the Note and this Mortgage and in the enforcement or attempted enforcement of Mortgagee's rights and remedies under the Note and Mortgage, Mortgagee shall pay all reasonable costs and expenses of Mortgagee, including all reasonable attorneys' and paralegals' fees, replevin bonds, court costs, as well as all reasonable costs of retaking, holding, preparing for sale or lease, selling or leasing any of the Personal Property; (c) demand, sue for, collect, make any compromise, renewal, extension, settlement, release, exchange, or take any other action to protect Mortgagee's interests with respect to any of the Liabilities or the Personal Property; (d) subject to the rights of any tenant without further demand or notice, demand and notice being specifically waived by Mortgagor enter any of the Premises of Mortgagor without the obligation to pay rent and remove the Personal Property and Mortgagee may require Mortgagor at the expense of Mortgagor, to assemble any of the Personal Property and make the Personal Property available at such times or places as Mortgagee shall determine; and (e) at any time dishonor any checks or drafts drawn by Mortgagor on Mortgagee. Subject to the rights of any tenant, Mortgagor agrees that, in order for Mortgagee to enter the Premises where the Personal Property is believed by Mortgagee to be located, Mortgagee is irrevocably authorized to disconnect or disable in any manner any security devices or other similar devices. Mortgagor agrees that Mortgagee, at any time and from time to time, after any Default shall have the right to set-off, appropriate and apply toward the payment of any of the Liabilities in such order of application as Mortgagee may from time to time elect, any cash, credits, deposits, accounts, securities, and any other property of Mortgagor or of any Guarantor in the possession, custody or control of Mortgagee for any reason.

1.7 Notice of Disposition of Personal Property. If any notification of intended disposition of any of the Personal Property is required by law, such notification shall be deemed reasonable and properly given if mailed, postage prepaid, to Mortgagor at the address specified hereunder at least ten (10) days before such intended disposition. Notification shall not be necessary if the Personal Property is perishable or threatens to decline speedily in value, or is of a type customarily sold in a recognized market. The sale, lease, or other disposition of any or all of the Personal Property after Default may be for cash, credit or any combination thereof, and Mortgagee may purchase any or all of the Personal Property at a public sale, or if permitted by law, at a private sale. Any sale of the Personal Property may involve only a part of it and may occur at different locations, at different times, and may be adjourned without notice to anyone at any time. Mortgagee shall have the right to conduct from time to time any sale or lease of any of the Personal Property on the Mortgagor's Premises without any obligation to pay rent. Any net proceeds from the sale or other disposition of any of the Personal Property may be applied by Mortgagee, in its sole discretion, to the payment of all expenses and costs incurred by Mortgagee, including reasonable costs and reasonable attorneys' and paralegals' fees, relating in any manner to the disposition of the Personal Property. Any balance of such proceeds may be applied by Mortgagee to the payment of the Liabilities, in such order of application as Mortgagee

may from time to time elect, and Mortgagor irrevocably waives the right to direct application of any payments received by Mortgagee from Mortgagor or other person or source, or in connection with the Personal Property. Mortgagor shall remain liable for any deficiency on the Liabilities. If there are more than one Mortgagor, Mortgagee shall pay any surplus proceeds to any one or more of Mortgagor as Mortgagee may determine. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from any and all claims, causes of action, losses and liabilities relating to any act or failure to act by Mortgagee in any manner with respect to the Liabilities or the Personal Property and from any and all claims, causes of action, losses, and liabilities by, against, between or among Mortgagor arising out of or in connection with any of the Liabilities or the Personal Property except to the extent the same is caused by or due to the willful misconduct of Mortgagee, its agents or employees.

1.8 Mortgage a Financing Statement. This Mortgage is intended to be a financing statement within the provisions of Section 9.1-102 and 9.1-502 of the Indiana Uniform Commercial Code with respect to the Personal Property and the Goods which are or may become fixtures to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth above. This Mortgage is to be filed for record with the Recorder of Deeds of the county where the Premises are located.

#### MORTGAGOR COVENANTS and REPRESENTATIONS

While any of the Liabilities remain outstanding, Mortgagor represents, warrants, covenants and agrees as follows:

2.1 Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien and any other claims or demands against Mortgagor's title to the Premises; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee (except as the same are being contested diligently and in good faith and have been secured in a manner reasonably acceptable to Mortgagee); (d) complete in a good and workmanlike manner using new materials of first class quality and within a reasonable time any building or improvement now or at any time in process of construction upon the Premises; (e) comply and cause any tenant of the Premises to comply with all requirements of all laws or municipal ordinances with respect to the construction, maintenance or use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises; (h) use the proceeds of the Note solely for the purposes set forth in the Note; and (i) not seek, make or consent to, without Mortgagee's prior written consent, any change in the zoning or conditions of use of the Premises.

2.2 Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default (as defined in Section 4.1) hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

2.3 Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases (except resident agreements) of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the Liabilities secured hereby remains unpaid.

2.4 Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby in such order of application as Mortgagee may elect, and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

2.5 Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event, less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises with coverage and amounts satisfactory to Mortgagee. All policies shall be issued by companies reasonably satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a mortgagee's and/or lender's loss payee clause or endorsement in form and substance satisfactory to Mortgagee. In the event of any loss, Mortgagor shall give immediate notice thereof to Mortgagee and any appropriate insurers. The Mortgagee may make any proof of loss to any insurer, if the Mortgagor fails to immediately make a proof of loss to any such insurer. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancelable by the insurance company without at least 30 days' prior written notice to Mortgagee. So long as an event of Default has not occurred, Mortgagor may use the proceeds of the insurance to promptly replace, repair and restore the Premises, Improvements and Goods damaged or



destroyed by fire or other casualty. In the event the cost of the replacement, repair or restoration of the Premises, Improvements or Goods exceeds \$100,000.00, Mortgagor shall (a) first obtain the written consent of Mortgagee to any such replacement, repair or restoration which written consent shall not be unreasonably withheld; (b) in order to obtain Mortgagee's consent, Mortgagor shall promptly deliver to Mortgagee all plans, drawings, specifications, budgets and general contractors sworn statements itemizing the replacement, repair and restoration; (c) subject to the terms of the Lease all insurance proceeds will be deposited with Mortgagee and will only be disbursed upon approval of Mortgagee's independent architect or inspector and upon delivery to Mortgagee in form and substance acceptable to Mortgagee all architects certificates, general contractors certificates, waivers of lien, contractors sworn statements and other evidence satisfactory to Mortgagee; (d) subject to the terms of the Lease at the option of Mortgagee, Mortgagor agrees to establish with Mortgagee a Construction Escrow at Chicago Title and Trust Company for the purpose of disbursing the insurance proceeds for the costs of the repair, replacement and restoration.

2.6 Notwithstanding any other provisions of this Mortgage, no sale, lease, sublease or assignment of lease or sublease, extension or renewal of any lease or sublease, mortgage, trust deed, or grant by Mortgagor of an encumbrance of any kind, conveyance, transfer or change of occupancy or possession whether by Mortgagor or tenant, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer or pledge or assignment of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee which consent will not be unreasonably withheld. Mortgagee consents to Mortgagor leasing the Premises to Chi-Co, Inc., a Colorado corporation, ("Chi-Co") pursuant to the Lease dated as of June 1, 2005 ("Lease") but does not consent to any assignment of the Lease at this time. Mortgagee warrants that the Lease shall be entered into not later than three (3) business days after the recording of this Mortgage. Except as otherwise provided herein, in the event any of the terms of any lease conflicts with any of the terms of this Mortgage, the terms of this Mortgage shall supersede the terms of the lease and shall control. Mortgagor agrees to comply with terms of the Lease. The Lease shall at all times remain in full force and effect.

2.7 Mortgagor shall pay all real estate taxes and assessments when due on the Premises. Within thirty (30) days after Mortgagor or any tenant of Mortgagor who pays such real estate taxes and assessments receives the paid receipted tax bills, Mortgagor shall furnish Mortgagee with copies thereof. In the event Mortgagor fails to pay any real estate taxes and assessments when due then, at Mortgagee's request, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment, then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on each and every interest payment date thereafter until the Liabilities secured by this Mortgage is fully paid, a sum equal to the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises divided by the number twelve (12). Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. If and only if required by

Mortgagee, concurrent with the initial disbursement of the Note, Mortgagor will also deposit for Mortgagee an amount based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1st, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first installment tax and assessment deposit hereinabove mentioned. The deposits are to be held without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special). Any excess shall be applied to subsequent deposits for taxes and assessments. All amounts deposited are hereby pledged to further secure the Liabilities and Mortgagee, except as prohibited by law, is hereby authorized to withdraw and apply such deposits against the Liabilities upon the occurrence of an event of Default. Mortgagee does not hold the deposits or the funds therein in trust for Mortgagor and Mortgagee is not Mortgagor's agent for payment of the taxes and assessments required to be paid by Mortgagor.

2.8 Mortgagor is the sole owner of the Premises free from any lien, encumbrance or claim except this Mortgage and covenants, conditions, easements of record.

2.9 The Mortgagor represents and warrants the following, to the best of Mortgagor's knowledge:

(a) the Premises and the operations conducted thereon do not violate any applicable federal, state or local law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise), including without limitation all applicable zoning ordinances and building codes, flood disaster laws and Environmental Laws (defined below);

(b) without limitation of Paragraph (a) above, the Premises and the operations conducted thereon by the Mortgagor or any current operator of the Premises or operation, are not in violation of or subject to any existing, pending or threatened action, suit, investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Laws;

(c) all notices, permits, licenses or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of the Premises including without limitation past or present treatment, storage, disposal or release of a hazardous substance or solid waste into the environment, have been duly obtained or filed;

(d) the Mortgagor has taken all steps necessary to determine and has determined that no hazardous substances or solid wastes have been disposed of or otherwise released and there has been no threatened release of hazardous substances on or to the Premises except in compliance with Environmental Laws;



(e) the Mortgagor has taken all steps necessary to determine that no hazardous substances, asbestos, hazardous facilities, pollutants or contaminants are located in or on the Premises;

(f) the Mortgagor has no material contingent liability in connection with any release or threatened release of any hazardous substance or solid waste into the environment;

(g) there are no underground storage tanks on the Premises and as reasonably can be ascertainable, on property adjacent to the Premises; and

(h) the use which the Mortgagor makes or intends to make of the Premises will not result in the unlawful or unauthorized disposal or other release of any hazardous substance or solid waste on or to the Premises.

The terms "hazardous substance", "release", "threatened release", "solid waste", "disposal" (or "disposed"), "hazardous facilities", "pollutants" or "contaminants" shall have the meanings specified in any applicable local, state or federal statute, ordinance, code or regulation. In the event any meaning of the foregoing terms is amended so as to broaden the meaning of those terms, such broader meanings shall apply subsequent to the effective date of such amendment and provided further that to the extent the laws of the state of Indiana establish a meaning which is broader than that specified in any federal statute, code or regulation, such broader meaning shall apply with regard to the Premises.

2.10 The Mortgagor shall maintain in full force and effect all licenses, bonds, franchises, leases, patents, contracts and other rights necessary to the profitable conduct of its business, including, without limitation, all notices, permits or licenses, if any, filed or obtained with regard to compliance with Environmental Laws. The Mortgagor shall continue in and limit its operations to the same general line or type of business as that presently conducted by it and shall comply with all applicable laws and regulations or all federal, state or local governmental authorities, including, without limitation, all Environmental Laws.

2.11 The Mortgagor shall cause any and all lessees or other operators of the Premises to conduct their respective businesses so as to comply in all material respects with all Environmental Laws; provided, however, that nothing contained in this Paragraph shall prevent the Mortgagor from contesting, in good faith and by appropriate legal proceedings, any such laws, regulation or interpretation or application thereof; provided, further, that the Mortgagor shall comply with the order of any court or other governmental body of applicable jurisdiction relating to such Environmental Laws unless the Mortgagor shall currently be prosecuting an appeal or proceedings for review and shall have secured a stay of enforcement or execution or other arrangement postponing enforcement or execution pending such appeal or proceedings for review.

2.12 The Mortgagor shall not permit the presence of any hazardous substances, hazardous facilities, pollutants or contaminants, including friable asbestos on the Premises. If the Mortgagee reasonably determines at any time that friable asbestos exists on or in the Premises and may present a health hazard, or if removal of any hazardous substance from the Premises is or may be required by applicable governmental or regulatory authorities or pursuant to applicable laws or regulations, the Mortgagee may, in its sole discretion, require the removal or containment of such asbestos or any other hazardous substances at the Mortgagor's sole expense.

2.13 The Mortgagor shall cause all lessees or other operators of the Premises to dispose of any and all hazardous substances or solid waste generated at the Premises only at facilities and by carriers maintaining compliance with the Environmental Laws. To the best of the Mortgagor's knowledge, all such lessees are operating in compliance with valid permits under all Environmental Laws, and shall use its best efforts to obtain certificates of disposal from all contractors employed in connection with the transport or disposal of such hazardous substances or solid waste.

2.14 In the event the Mortgagee reasonably believes that the Mortgagor or any of its lessees and operators of the Premises are not in compliance with Environmental Laws then, at the request of the Mortgagee, Mortgagee shall be entitled to have made a detailed review of Mortgagor's environmental law compliance (the "Environmental Report") by an environmental consulting firm acceptable to the Mortgagee; provided, however, that if any Environmental Report indicates any violation of Environmental Laws, such system shall include, at the request of the Mortgagee within three (3) months of the date of such Environmental Report, a detailed review of the status of such violation (a "Supplemental Report") by such environmental consultant. The Mortgagor shall provide the Mortgagee with notice of the enactment or promulgation of any Environmental Law which may result in a material adverse change in the business, financial condition, or operations of the Mortgagor within fifteen (15) days after the Mortgagor obtains knowledge thereof.

2.15 In the event any Environmental Report referred to in paragraph 2.14 above indicates any violation of Environmental Laws, the Mortgagee, or any person designated by the Mortgagee, shall have the right but not the duty or obligation, from time to time hereafter, to inspect the Mortgagor's Premises or place or places of business (or any other place where the collateral or any information relating thereto is kept or located) during reasonable business hours, without hindrance or delay, to:

- (a) verify such matters concerning the Premises as the Mortgagee may consider reasonable under the circumstances;
- (b) take soil borings of the Premises in the event Mortgagee reasonably believes the violation of the Environmental Laws has caused a contamination of the Premises and conduct any other tests or procedures at the Mortgagor's expense and inspect any books, records, journals, orders, receipts, correspondence, notices, permits or licenses, with regard to compliance with Environmental Laws, and to determine at the Mortgagor's expense whether any hazardous substances are present on the Premises.

The Mortgagor will deliver to the Mortgagee, within ten (10) days of request therefor, any instruments necessary to obtain records from any person maintaining such records. The Mortgagor shall pay on demand or within ten (10) days thereafter all costs and expenses incurred by the Mortgagee in acquiring information pursuant to this section with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. All expenditures incurred pursuant to the powers herein contained shall become a part of the Liabilities secured hereby. The Mortgagee shall not be liable to account to the Mortgagor for any action taken pursuant thereto.

2.16 Mortgagor shall indemnify and hold harmless Mortgagee, its participants, affiliates, parent and/or holding company, if any, and Mortgagee's officers, directors, employees or any of them from any and all loss, damage, claims or causes of action of every kind or nature together with all reasonable attorneys' fees, paralegals' fees and other costs and expenses incurred by the Mortgagee arising out of or connected with any of the following: (1) any suggestion that the Premises has contributed to, caused or become an environmental risk, hazard or pollutant or any suggestion that any hazardous substance, friable asbestos, solid waste, underground storage tanks, hazardous facilities, pollutants, contaminants or petroleum derivatives or the release, threatened release or disposal of any hazardous substance, friable asbestos, solid waste, hazardous facilities, pollutants, contaminants, or petroleum derivatives exists on the Premises; (2) any failure to comply with or violation or threatened violation of any Environmental Laws by the Mortgagor and/or any lessee or operator of the Premises; (3) any failure to comply with any environmental representation or warranty contained herein or the making of any false environmental representation or warranty contained herein. Any such amounts shall be due and payable to Mortgagee from Mortgagor on demand. Until such amounts are paid to the Mortgagee by the Mortgagor, those amounts shall become additional indebtedness secured hereby and shall become immediately due and payable three days after demand and notice and with interest thereon after said third day at a per annum rate equivalent to the post maturity rate set forth in the Note. The provisions of this paragraph shall be in addition to any and all other obligations and Liabilities the Mortgagor may have to the Mortgagee under the Note, this Mortgage, any loan document, any other indemnity agreement and in common law, and shall survive (a) the repayment of all Liabilities, (b) the satisfaction of all of the other obligations of the Mortgagor contained in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage, the sale of the Premises whether purchased by Mortgagee or otherwise or acceptance of a deed in lieu of foreclosure. In the event the Mortgagee takes actual physical possession of the Premises, the Mortgagee will use reasonable care in connection with the Premises while the Mortgagee is in actual physical possession of the Premises. The Mortgagee's failure to exercise reasonable care in connection with the Premises shall not in any way effect the Mortgagor's duty to indemnify and hold the Mortgagee harmless herein in connection with any hazardous substance (including medical waste generated in the operation of the facility and stored on the Premises) asbestos, solid waste, hazardous facilities, pollutants, contaminants or petroleum derivatives that exist on the Premises on the date the Mortgagee takes actual physical possession of the Premises.



2.17 As used herein, Environmental Laws means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any federal or state governmental authority or courts pertaining to health or the environment in effect at any time in any and all jurisdictions in which the Premises is located, including without limitation, the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., the Comprehensive, Environmental, Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., (CERCLA), the Federal Water Pollution Control Act Amendments, 33 U.S.C. Section 1251 et seq., the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651 et seq., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq., (RCRA), the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300(f) et seq., the Toxic Substances Control Act, as amended, 5 U.S.C. Section 2622 et seq., any Indiana environmental laws, statutes, acts, rules and regulations. As used herein, RCRA means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.

2.18 Mortgagor agrees that Mortgagor will not cause or permit the Premises to be in violation of, any Disability Law. Mortgagor, at their own cost, shall take all actions necessary or desirable or any other remedial action required by applicable governmental authorities to maintain the Premises in or restore the Premises to compliance with any Disability Law.

2.19 Mortgagor shall give prompt written notice to Mortgagee of:

- (a) any proceeding, investigation or inquiry commenced by any governmental authority with respect to any Disability Law;
- (b) any notice of a violation of a Disability Law and any claims made or threatened by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Disability Law; and
- (c) the discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof, to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Disability Law.

2.20 Mortgagor covenants and agrees that Mortgagor will indemnify, hold harmless, and defend Mortgagee and each of Mortgagee's former, present or future officers, directors, employees, shareholders, agents or attorneys and all of their respective heirs, estates, legal representatives, successors and assigns (collectively called "Indemnitees"), from any and all claims, losses, damages, response costs, costs and expenses arising out of or in any way relating to: (a) the existence of violations of any Disability Law over, beneath, in or upon the Premises; (b) any non-compliance with any Disability Law; or (c) the breach of any of the representations, warranties, covenants and agreements set forth herein; with such claims, losses, damages, response costs, costs and expenses including, but not limited to: (i) claims of third parties (including governmental agencies) for damages, penalties, response costs, costs, injunctive or

other relief; (ii) costs and expenses of removal and restoration, including fees of experts, reasonable attorneys' and paralegals' fees and costs, and costs of reporting the existence of disability violations to any governmental agency; and (iii) any and all expenses or obligations, including reasonable attorneys' and paralegals' fees and costs, incurred at, before and after any trial or appeal therefrom whether or not taxable as costs, including, without limitation, reasonable attorneys' and paralegals' fees and costs, witness fees, deposition costs, copying and telephone charges and other expenses, all of which shall be paid by the Mortgagor to Mortgagee three days after notice and demand. The provisions of this paragraph shall be in addition to any and all other obligations and Liabilities the Mortgagor may have to the Mortgagee under the Note, this Mortgage, any loan document, any other indemnity agreement and in common law, and shall survive (a) the repayment of all Liabilities, (b) the satisfaction of all of the other obligations of the Mortgagor contained in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage, the sale of the Premises whether purchased by Mortgagee or otherwise or acceptance of a deed in lieu of foreclosure. In the event the Mortgagee takes actual physical possession of the Premises, the Mortgagee will use reasonable care in connection with the Premises while the Bank is in actual physical possession of the Premises. The Mortgagee's failure to exercise reasonable care in connection with the Premises, shall not in any way effect the Mortgagor's duty to indemnify and hold the Mortgagee harmless herein in connection with any non-compliance with Disability Law that exist on the Premises on the date the Mortgagee takes actual physical possession of the Premises. As used herein, "Disability Law" shall mean any and all disability, physical or impairment laws ordinances, codes, rules or regulations including but not limited to the Americans With Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq.

2.21 OMITTED.

#### MORTGAGEE RIGHTS

3.1 No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

3.2 If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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

#### DEFAULT AND RIGHTS ON DEFAULT

4.1 Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable, and Mortgagor shall pay all expenses of Mortgagee including reasonable attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts described as a default in the Note, or the failure of debtor on the Note to pay and perform the Note or Liabilities in accordance with their terms, or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, or any instrument, agreement or writing securing any Liabilities to which the Mortgagor and Mortgagee are parties. Any default under the Note shall be Default under this Mortgage. The acceptance by Mortgagee of any sum in payment or partial payment of the Liabilities after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing Default.

4.2 Upon any Default hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder.

4.3 When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended



after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4.4 The proceeds of any foreclosure sale 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 the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. Mortgagee may obtain a judgment for any deficiency remaining in the Liabilities due Mortgagee after application of all amounts received hereunder. Under all circumstances, the Liabilities will be repaid without relief from any Indiana or other valuation and appraisal laws.

4.5 Upon any Default hereunder, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose this Mortgage, or before or after sale thereunder, immediately upon demand or request of Mortgagee, Mortgagor agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual physical possession of all or any part of the Premises or any part thereof to the same extent to which the Mortgagor would be entitled to actual physical possession, personally, or by Mortgagee's agents or attorneys, and Mortgagee in Mortgagee's sole discretion may, without interference from Mortgagor, with or without force and with or without process of law, enter upon and take and maintain actual physical possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of Mortgagor, or then owner of the Premises, relating to the Premises, and may wholly exclude Mortgagor and Mortgagor's agents or servants from the Premises. If necessary to obtain actual physical possession as provided for in this Mortgage or other written instrument, Mortgagee may, without exposure to liability from Mortgagor or any other persons, invoke any and all legal or equitable remedies to dispossess Mortgagor and Mortgagor's agents and servants, including, without limitation, one or more civil actions for forcible entry and detainer, trespass and restitution. Mortgagee, as attorney-in-fact or agent of Mortgagor or in Mortgagee's own name, and under the powers granted herein or by other written instrument, may, without limitation, hold, operate, manage and control the Premises and conduct the business of

Mortgagor, if any, either personally, through a hired professional property manager, or by Mortgagee's agents, successors, assigns or attorneys, with full power to use such measures, legal or equitable, as in Mortgagee's discretion may be deemed proper or necessary to enforce the payment of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible entry and detainer and actions in distress of rent. Mortgagor grants Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers granted to the Mortgagee pursuant to this Mortgage or other written instrument at any and all times hereafter, without notice to Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel that lease or sublease, and to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien of the Mortgage. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from any failure to let the Premises or from any other act or omission of Mortgagee in managing the Premises unless caused by the willful misconduct of Mortgagee, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability under any lease or by reason of any other written instrument. Mortgagor hereby agrees to indemnify, hold harmless and defend Mortgagee from and against any liability, loss or damage incurred by Mortgagee under any lease or under any other written instrument as a result of Mortgagee's exercise of rights, powers, options, elections or remedies under this Mortgage or other written instrument. Should Mortgagee incur any such liability, the amount thereof shall be secured by this Mortgage and Mortgagor shall reimburse Mortgagee immediately upon demand. Mortgagor hereby grants Mortgagee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions and improvements to the Premises that may seem judicious to Mortgagee, in Mortgagee's discretion. Mortgagor hereby grants Mortgagee the full power and authority to insure and reinsure the Premises for all risks, incidental to Mortgagee's possession, operation and management of the Premises and to receive all such avails, rents, issues and profits. Mortgagee shall not be required to take possession of the Premises, whether upon application made by Mortgagor or otherwise. Whenever Mortgagee so requests, the court in which the complaint for foreclosure is filed shall appoint a receiver. The failure of Mortgagee to request possession of the Premises or appointment of a receiver shall not preclude Mortgagee from making such a request at any future time. The request for appointment of a receiver or the appointment of a receiver shall not preclude Mortgagee from thereafter exercising Mortgagee's right to take actual physical possession of the Premises. Whenever a receiver is requested to be appointed, Mortgagee shall be entitled to designate the receiver.

4.6 Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises or a Mortgagee in possession pursuant to paragraph 4.5 of this Mortgage. The appointment of the receiver or Mortgagee in possession may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver or Mortgagee in possession and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver or a Mortgagee in possession pursuant to paragraph 4.5 of this Mortgage. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the

intervention of the receiver or the Mortgagee in possession, would be entitled to collect the rents, issues and profits. Such receiver or Mortgagee in possession shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver or Mortgagee in possession to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a forfeiture sale and deficiency.

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

## DEFINITIONS

5.1 "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor hereunder and under the Note and the Assignment of Leases, Rents and Security Deposits and any amendments, modifications, revisions or renewals thereof, and of any other liabilities, obligations and indebtedness of the Mortgagor to the Mortgagee whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, through discount, overdraft, purchase, direct loan, by operation of law or otherwise, together with reasonable attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time.

5.2 "Note" means the Installment Note dated as of June 1, 2005 payable to the order of the Mortgagee, executed and delivered by the Mortgagor in the principal amount of \$1,358,750.00, plus any and all restatements, amendments, modifications, revisions, substitutions and renewals thereof.

5.3 This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the Liabilities secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage, including their respective heirs, estates, personal representative, successors and assigns. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

## MISCELLANEOUS

6.1 Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of the Note and all Liabilities.



6.2 All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by Mortgagor or Mortgagee, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given three business days after deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested to the following:

Mortgagor: 700 West Lincoln Highway, LLC  
9839 Southwest Highway  
Oak Lawn, Illinois 60453

Mortgagee: Hyde Park Bank and Trust Company  
1525 East 53rd Street  
Chicago, Illinois 60615  
Attn: Commercial Loan Department


6.3 MORTGAGOR HEREBY WAIVES AND RELEASES ANY AND ALL RIGHTS OF REDEMPTION, REINSTATEMENT AND THE MARSHALING OF LIENS AND ASSETS. MORTGAGOR WAIVES ALL RIGHTS OF VALUATION AND APPRAISEMENT.

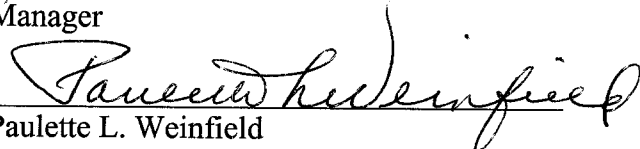
6.4 This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois. This Mortgage will be governed by, construed and enforced in accordance with the federal law and the laws of the state of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement of Mortgagee's rights and remedies against the Premises, Goods, Accounts and Intangibles and Personal Property, which matters shall be governed by the laws of the state of Indiana. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Mortgagee in the state of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Premises at any time held by or for the benefit of Mortgagee in any capacity, without the written consent of Mortgagee.

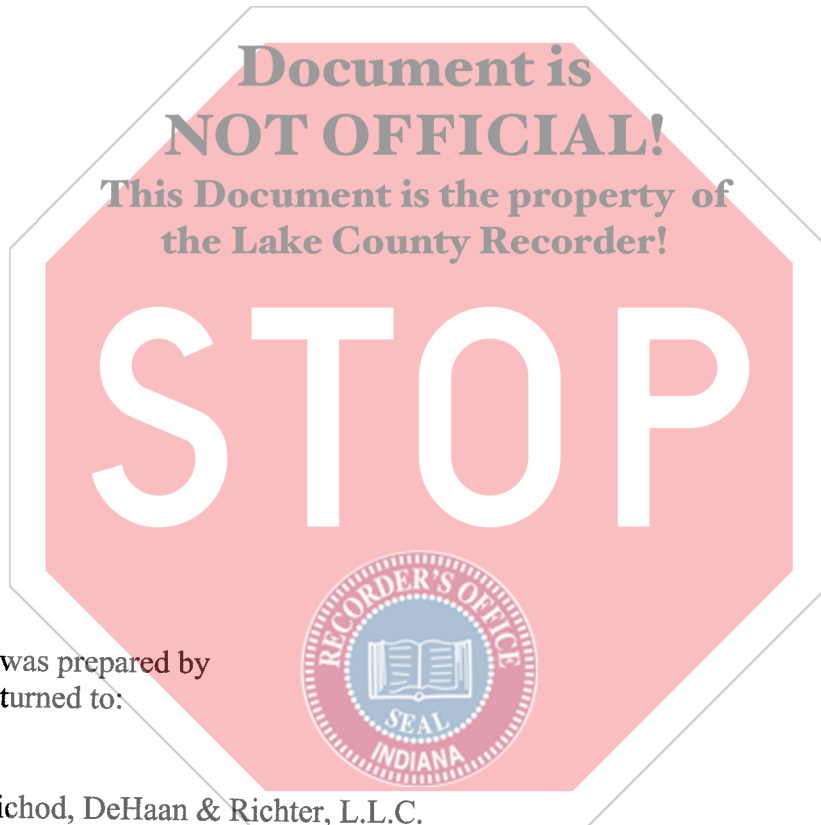
**6.5 THE MORTGAGOR AND MORTGAGEE HAVING BEEN ADVISED BY LEGAL COUNSEL KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY.**

WITNESS the hand and seal of Mortgagor the day and year set forth above.

700 WEST LINCOLN HIGHWAY  
an Indiana Limited Liability Company

By:   
Edwin E. Weinfield  
Manager

By:   
Paulette L. Weinfield  
Manager



This instrument was prepared by  
and should be returned to:

Paul J. Richter  
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.  
30 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
(312) 236-6700

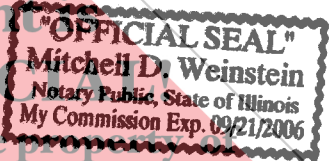
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Mitchell D. Weinstein, a Notary Public in and for the County and State aforesaid, do hereby certify that Edwin E. Weinfield and Paulette L. Weinfield personally known to me to be the same persons who are the Managers of 700 West Lincoln Highway, LLC., an Indiana limited liability company, and whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as the Managers of 700 West Lincoln Highway, LLC, an Indiana limited liability company, as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of June, 2005.

Mitchell D. Weinstein  
NOTARY PUBLIC

My Commission Expires: 9/21/06





**EXHIBIT A**

Parcel 1: Lot 6, the Crossroads, as per plat thereof, recorded in Plat Book 69, page 3, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Easements for ingress, egress and parking for the benefit of Parcel 1 as created in Easements with Covenants and Restrictions recorded February 20, 1990 as Document No. 085156, and amendments thereto.

Key No.: 20-13-514-0006

Common Address: 700 West Lincoln Highway  
Schererville, Indiana 46375

