

53

2005 115132

Prepared by and return to:
Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

MORTGAGE AND SECURITY AGREEMENT
(LEASEHOLD)

DATED DECEMBER 22nd, 2005

BY AND BETWEEN:

SHAMROCK COMPANY, SHAMROCK TBC, INC., AND
MCGUE FAMILY, L.L.C.,
collectively, as Mortgagor

**This Document is the property of
and
the Lake County Recorder!**

BANK OF AMERICA, N.A., as Mortgagee

This document is to filed in Lake County, Indiana and relates to the following site:

1 Munster #5090	7949 Calumet Avenue, Munster, IN	Lake
-----------------	----------------------------------	------

HOLD FOR THE TALON GROUP

1287795



116-
ZP
TJ

MORTGAGE AND SECURITY AGREEMENT
(LEASEHOLD)

THIS MORTGAGE AND SECURITY AGREEMENT (Leasehold) ("Mortgage") is made this 22nd day of December, 2005, collectively by SHAMROCK COMPANY, an Illinois corporation, SHAMROCK TCB, INC., an Illinois corporation, and MCGUE FAMILY III, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "Mortgagor") and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is Post Office Box 4899, Atlanta, Georgia 30302-4899 (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee, that certain Consolidated, Amended and Restated Reducing Revolving Promissory Note dated of even in the original principal amount of \$30,700,000.00 (the "Note"), which is governed and controlled, in part, by that certain Consolidated, Amended and Restated Loan and Security Agreement by and between Mortgagor, the "Guarantors" (defined therein) and Mortgagee, as amended from time to time (as amended, the "Loan Agreement") (capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein) and which is secured by, among other Loan Documents, this Mortgage;

NOW, THEREFORE, for and in consideration of the indebtedness, and to secure the payment to Mortgagee of the principal and interest, and all other sums provided for in the Note and in this Mortgage according to their respective terms and conditions, and all future or additional advances as may be made by Mortgagee by Mortgagor pursuant to the provisions of this Mortgage, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, and also for and in consideration of the sum of Ten Dollars (\$10.00) paid by Mortgagee at or before the execution and delivery of these presents, the receipt hereof and legal sufficiency of which are hereby acknowledged, Mortgagor has granted, bargained, sold, remised, released, conveyed, mortgaged and assigned, and by these presents does grant, bargain, sell, remise, release, convey, assign, MORTGAGE AND WARRANT unto Mortgagee:

ALL OF MORTGAGOR'S rights, title and interest in and to that certain Lease Agreement dated May 23, 1991, by and between Mortgage, as tenant, and St. Andrews Properties, Inc., as agent for Munster Shopping Center, LP, as landlord, and made a part hereof (the "Munster Lease"), TOGETHER WITH, (a) the leasehold estates created thereby, (b) any and all of Mortgagor's leasehold rights, title and interest in, to and under the Munster Lease, as tenant, (c) all modifications, extensions and renewals of the Munster Lease, (d) all rights to renew or extend the Munster Lease, (e) all credits, deposits, options, rights of first refusal, privileges and other rights of Mortgagor under the Munster Lease, and (f) all estate, right, title and interest of Mortgagor in and to

the property arising upon acquisition of fee title to the property encumbered by the Munster Lease, or any part thereof during the term of the Note (hereinafter defined); and

TOGETHER WITH: ALL THAT TRACT OR PARCEL OF LAND lying and being in Munster, Lake County, Indiana, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter called the "Property");

TOGETHER WITH: (i) all buildings, structures and other improvements now or hereafter located on the Property or on any part or parcel of the Property (hereinafter called the "Improvements"); (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Property or in anywise appertaining to the Property, and the reversion or reversions, remainder or remainders thereof; (iii) all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Property or any part or parcel of the Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Property or any part or parcel of the Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered, including, without limitation, the Munster Lease (hereinafter collectively called the "Leases"); (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Property or any part or parcel of the Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments (all of which are hereinafter collectively called the "Rents"); (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Property or under the Property or on or under any part or parcel of the Property; (vi) all estates, rights, title and interest in the Property, or in any part or parcel of the Property; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Property or on any part or parcel of the Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Property or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Property or on any part or parcel of the Property or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Property and placed on the Property for the purpose of being affixed to or installed or incorporated

or otherwise used in or on the Property or any part or parcel of the Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Mortgagor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Property or any part or parcel of the Property or any of the Improvements; and (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies. The Property and all of the foregoing are hereinafter sometimes collectively called the "Premises".

TO HAVE AND TO HOLD the above-granted and described Premises unto Mortgagee, its successors and assigns, forever, AS AN ESTATE FOR YEARS.

MORTGAGOR WARRANTS that Mortgagor has good and marketable leasehold title to the Premises, that Mortgagor is lawfully seized and possessed of the Premises, that Mortgagor has the right to convey its interest in the Premises, that the Premises are unencumbered except as set forth on Exhibit "B" attached hereto and made a part hereof, and that Mortgagor shall forever warrant and defend the lien and priority of this Mortgage and the title to the Premises unto Mortgagee against the claims of all persons whomsoever.

THIS MORTGAGE is intended as a mortgage pursuant to the laws of the State of Indiana governing such instruments, and is also a security agreement granting a present and continuing security interest in, and lien on, the portion of the Premises constituting personal property or fixtures, and a financing statement filed as a fixture filing, pursuant to the Uniform Commercial Code of the State of Indiana. This Mortgage is made and intended to secure payment and performance of: (i) an indebtedness of Mortgagor to Mortgagee evidenced by the Note; (ii) any and all renewals, extension or extensions, modification or modifications of the Note, and substitution or substitutions for the Note, either in whole or in part; (iii) all advances, if any, made by Mortgagee pursuant to the terms of this Mortgage; (iv) all expenses incident to the collection of the indebtedness secured by this Mortgage; (v) all duties and obligations of Mortgagor under this Mortgage, the Loan Agreement or any other Loan Documents; and (vi) all indebtedness now or hereafter owing by Mortgagor, or Guarantor to Mortgagee, however or whenever created, incurred, arising or evidenced, whether direct or indirect, primary or secondary, joint or several, absolute or contingent, or due or to become due, and whether from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred, and any and all renewal or renewals, extension or extensions, modification or modifications of said indebtedness, and substitution or substitutions for said indebtedness, either in whole or in part, including but not limited to, all obligations incurred by Mortgagor or any affiliate of Mortgagor under any agreement between Mortgagor and Mortgagee, or any affiliate of Mortgagee, now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, currency, option, any combination of, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by Mortgagee or any affiliate thereof in connection with any

other agreement or transaction between Mortgagee and Mortgagor or any affiliate thereof); all of which obligations and indebtedness of Mortgagor and Guarantor which this Mortgage is given to secure are hereinafter sometimes collectively called the "Indebtedness".

PROVIDED ALWAYS, and these presents are upon the express condition that if Mortgagor shall pay unto Mortgagee, its successors or assigns, the sums of money mentioned in the Note secured hereby in accordance with the terms thereof, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges and expenses, including a reasonable attorney's fee, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and of this Mortgage; then this Mortgage and the lien hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee, at the cost and expense of Mortgagor.

MORTGAGEE HAS AGREED TO LEND, and has earmarked for the benefit of Mortgagor, the principal amount of the Note, which Mortgagee shall advance to Mortgagor from time to time in installments to finance the construction of certain Improvements pursuant to, and subject to the terms and conditions of, the Construction Loan Agreement and which is incorporated herein by reference.

Document is
NOT OFFICIAL!
ARTICLE 1
COVENANTS OF MORTGAGOR
This Document is the property of
the Lake County Recorder!

Section 1.1 Junior Encumbrances. Without the prior written consent of Mortgagee, which consent Mortgagee may give, deny or condition in its reasonable discretion, Mortgagor shall not create or permit to exist any liens or encumbrances on the Premises which are junior and inferior in terms of priority to this Mortgage.

Section 1.2 Payments by Mortgagor. Mortgagor shall pay, when due and payable: (i) the Indebtedness in accordance with the terms and conditions of the instruments evidencing the same; (ii) all taxes, all assessments, general or special, and all other charges levied or imposed upon or assessed or placed or made against the Premises, this Mortgage, the Note or the Indebtedness or any interest of Mortgagee in the Premises, this Mortgage, the Note or the Indebtedness; (iii) premiums on policies of fire and casualty insurance covering the Premises required by this Mortgage or now or hereafter required by Mortgagee; (iv) premiums on all life insurance policies now or hereafter pledged as collateral for the Indebtedness or any part thereof; (v) premiums on all liability, rental, rental value, business interruption mortgage and flood insurance policies required by this Mortgage or now or hereafter reasonably required by Mortgagee in connection with the Premises or the Indebtedness or any part of either; and (vi) all ground rents, lease rentals and other payments respecting the Premises payable by Mortgagor. Mortgagor shall promptly deliver to Mortgagee, upon request by Mortgagee, receipts showing

payment in full of all of the foregoing items, other than the Indebtedness. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws in force governing the taxation of the Indebtedness or the manner of collecting such taxes so as to adversely affect Mortgagee, Mortgagor will promptly pay any such tax on or before the date it is due if, in the opinion of counsel for Mortgagee, Mortgagee is not prohibited by any such law, order, rule or regulation from requiring such payment by Mortgagor. If, in the opinion of counsel for Mortgagee, Mortgagee is prohibited by any such law, order, rule or regulation from requiring such payment by Mortgagor, then, at Mortgagee's option, Mortgagor shall be in default under this Mortgage as if an event of default had occurred, and Mortgagee may exercise any or all of the rights and remedies Mortgagee has upon the occurrence of a default under this Mortgage.

Section 1.3 Mortgagee's Acts on Behalf of Mortgagor. In the event Mortgagor shall either fail or refuse to pay or cause to be paid, as the same shall become due and payable, any item (including all items specified in Section 1.2 hereof) which Mortgagor is required to pay hereunder or which Mortgagor may pay to cure a default under this Mortgage, or in the event Mortgagor shall either fail or refuse to do or perform any act which Mortgagor is obligated to do or perform under this Mortgage or which Mortgagor may do or perform to cure a default under this Mortgage, or in the event Mortgagee shall be required, or shall find it necessary or desirable in Mortgagee's discretion, to defend, enforce or protect any of the rights and benefits accruing to Mortgagee under any provision of this Mortgage (including, without limitation, Mortgagee's interest in the Premises, insurance and condemnation proceeds and the Rents,) then Mortgagee, at Mortgagee's option after notice and opportunity to cure, if any, as set forth herein, may make such payment or do or perform such act on behalf of Mortgagor, or proceed in any manner to defend, enforce or protect any such rights and benefits. All such payments made by Mortgagee and all reasonable costs and expenses incurred by Mortgagee in doing or performing all such acts shall be and shall become part of the Indebtedness and shall bear interest at the rate per annum two (2) percentage points in excess of the highest rate of interest then being charged with respect to any portion of the Indebtedness from the date paid or incurred by Mortgagee, and the interest thereon shall also be part of the Indebtedness.

Section 1.4 Further Assurances. Mortgagor shall at any time, and from time to time, upon reasonable request by Mortgagee, make, execute and deliver, or cause to be made, executed and delivered, any and all other and further instruments, documents, certificates, agreements, letters, representations and other writings as may be necessary or desirable, in the opinion of Mortgagee, in order to effectuate, complete, correct, perfect or continue and preserve the liability and obligation of Mortgagor for payment of the Indebtedness and the lien, security interest and security title of Mortgagee under this Mortgage. Mortgagor shall, upon request by Mortgagee, certify in writing to Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Indebtedness and whether or not any setoffs or defenses exist against all or any part of the Indebtedness.

Section 1.5 Rents and Leases; Leasehold Mortgage. Mortgagor shall fully and faithfully perform all of the duties and obligations of the lessor, landlord or owner of the Premises under the Leases and observe, satisfy and comply with all of the terms, covenants, conditions, agreements, requirements, restrictions and provisions of the Leases, and do all acts otherwise necessary to maintain and preserve the Rents and prevent any diminishment or impairment of the value of the Leases or the Rents or the interest of Mortgagor or Mortgagee therein or thereunder. Without the prior written consent of Mortgagee, Mortgagor shall not further assign the Rents or the Leases, shall not terminate, alter, modify, or amend in any respect, or accept the surrender of, any of the Leases, and shall not collect Rents for more than one (1) month in advance. Mortgagor shall procure and deliver to Mortgagee upon request estoppel letters or certificates from each lessee, tenant, occupant in possession and other user of the Premises or any part thereof, as required by and in form and substance satisfactory to Mortgagee, and shall deliver to Mortgagee a recordable assignment of all of Mortgagor's interest in all Leases, which assignment shall be in form and substance satisfactory to Mortgagee, together with proof of due service of a copy of such assignment on each lessee, tenant, occupant in possession or other user of the Premises or any part thereof. The foregoing provisions are cumulative of and in addition to the provisions of the Assignment of Lessee's Interest in Lease of even date herewith from Mortgagor to Mortgagee (hereafter called the "Lease Assignment").

Mortgagor represents and warrants to Mortgagee that no Lease has been amended, that Mortgagor has not received any notice of default thereunder nor does Mortgagor have knowledge of the occurrence of any event or the existence of any circumstance which, with notice or passage of time or both, would constitute a default by Mortgagor under the Lease, and the Lease continues in full force and effect in accordance with its terms. Mortgagor (a) shall comply with the provisions of the Lease, (b) shall give immediate written notice to Mortgagee of any default by any landlord under the Lease or of any notice received by Mortgagor from any landlord of any default under the Lease by Mortgagor, (c) shall exercise any option to renew or extend the Lease and give written confirmation thereof to Mortgagee within 30 days after such option becomes exercisable, (d) shall give immediate written notice to Mortgagee of the commencement of any remedial proceedings under the Lease by any party thereto and, if required by Mortgagee, shall permit Mortgagee as Mortgagor's attorney-in-fact to control and act for Mortgagor in any such remedial proceedings and (e) shall within 30 days after request by Mortgagee obtain from each landlord under the Lease and deliver to Mortgagee the landlord's estoppel certificate required thereunder, if any. Subject to the terms and conditions of the Lease and/or of any separate leasehold financing agreement or consent executed by any landlord, Mortgagor hereby expressly transfers and assigns to Mortgagee the benefit of all covenants contained in the Lease, whether or not such covenants run with the land, but Mortgagee shall have no liability with respect to such covenants nor any other covenants contained in the Lease. Mortgagor shall not surrender the leasehold estate and interests herein conveyed nor terminate or cancel the Lease creating said estate and interests, and Mortgagor shall not, without express written consent of Mortgagee, alter or amend said Lease. Mortgagor covenants and agrees that there shall not be a merger of the Lease, or of the leasehold estate created thereby, with the fee estate or with any greater leasehold estate covered by the Lease by reason of said leasehold estate

or the fee estate or any greater leasehold estate, or any part of any such estate, coming into common ownership, unless Mortgagee shall consent in writing to such merger; and if Mortgagor shall acquire such fee estate or a greater leasehold estate, then this Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate or greater leasehold estate.

Section 1.6 Maintenance and Repair. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any actual or threatened waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances, rules, regulations and directives of any governmental authority (hereinafter called "Laws") relating to the Premises or any part thereof or the use or occupancy of the Premises or any part thereof. No part of the Premises, including but not limited to any of the Improvements, shall be removed, demolished or materially altered without the prior written consent of Mortgagee. If at any time during the continuance of the Indebtedness any addition, alteration, change, repair, reconstruction or other work on the Premises, of any nature, structural or otherwise, becomes necessary or desirable because of damage to or destruction of the Premises or any part thereof, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be the sole obligation and responsibility of Mortgagor, and Mortgagor shall pay the entire expense thereof promptly when due. Mortgagor shall not initiate, join in, consent to or acquiesce in any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the use which may be made of the Premises or any part thereof.

Section 1.7 Insurance. Mortgagor shall keep the Premises insured against loss or damage by fire and such other casualties and risks as the Mortgagee may reasonably require from time to time. The insurance maintained by Mortgagor may, at Mortgagee's option, include rental, rental value and business interruption insurance. Such policies shall be written by such companies, in such amounts and under such forms of policies as Mortgagee may approve. Such policies shall insure Mortgagee's interest in the Premises, name Mortgagee as an insured party thereunder, provide that losses thereunder shall be payable to Mortgagee pursuant to such forms of loss payable clauses as Mortgagee may approve and provide that no cancellation or reduction in coverage shall be effective unless the insurer first gives Mortgagee thirty (30) days prior written notice. Irrespective of the insurance required and approved by Mortgagee hereunder, the security interest of Mortgagee hereunder shall cover all policies of insurance which insure against loss or damage to the Premises, and the proceeds from any and all such policies. Mortgagor shall also procure and maintain general comprehensive public liability insurance coverage with such companies, in such amounts and under such forms of policies as Mortgagee may approve, naming Mortgagee as an additional insured thereunder and providing that no cancellation or reduction in coverage thereunder shall be effective unless the insurer first gives Mortgagee thirty (30) days prior written notice. Forthwith upon the issuance of all such policies, Mortgagor shall deliver the same to Mortgagee together with evidence satisfactory to Mortgagee that the premiums have been paid. Within fifteen (15) days prior to the expiration date of each such policy, Mortgagor shall deliver to Mortgagee a renewal policy together with evidence satisfactory to Mortgagee that the premium therefor has been paid. In the event of a foreclosure and sale by

Mortgagee of the Premises, the purchaser of the Premises shall succeed to all rights of Mortgagor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder, and Mortgagee may, at Mortgagee's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse. In the event of damage to or destruction of the Premises or any part thereof, Mortgagee may adjust, settle or compromise claims under such policies, and the proceeds therefrom shall be paid to Mortgagee. Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, may either (i) apply the proceeds or any part thereof to payment of the Indebtedness, in such order as Mortgagee may determine, or (ii) require Mortgagor to repair, replace or reconstruct the Premises or any part thereof and disburse the proceeds to Mortgagor to be applied against the reasonable costs and expenses thereof as incurred or paid by Mortgagor, pursuant to a disbursement procedure, and under such other terms and conditions, as shall be acceptable to Mortgagee; provided, however, if Borrower is not in default, or with notice, the passage of time or both would be in default, under this Mortgage or any other document or agreement with Mortgagor, then Mortgagor shall elect option (ii) above.

Section 1.8 Inventory of Personal Property. Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee an inventory describing and showing the make, model, serial number and location of all fixtures and personal property used in the management, maintenance and operation of the Premises with a certification by Mortgagor that said inventory is a true and complete schedule of such fixtures and personal property used in the management, maintenance and operation of the Premises and that such items specified in the inventory constitute all of the fixtures and personal property required in the management, maintenance and operation of the Premises, and that such items are owned by Mortgagor free and clear of any security interests, liens, conditional sales contracts or title retention arrangements, other than the lien and security interest of this Mortgage.

Section 1.9 Condemnation. Notwithstanding any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the Indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the Premises or any part thereof as a result of the exercise of the right of eminent domain shall be delivered to Mortgagee and Mortgagee, at Mortgagee's option and at Mortgagee's sole discretion, may either (i) apply the sum or any part thereof to payment of the Indebtedness, in such order as Mortgagee may determine, or (ii) require Mortgagor to repair, replace or reconstruct the Premises or any part thereof and disburse such sums to Mortgagor to be applied against the reasonable costs and expenses thereof as incurred or paid by Mortgagor pursuant to a disbursement procedure, and under such other terms and conditions, as shall be acceptable to Mortgagee.

Section 1.10 Financial Information. Mortgagor shall maintain complete and accurate books of account and other records with respect to all receipts derived from, and all expenses, costs and payments relating to, the Premises. Mortgagor shall deliver to Mortgagee such

financial information as required by, and within the time frames provided for in, the Permanent Loan Agreement.

Section 1.11 Inspection. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the Premises, to examine the books of account and other records of Mortgagor with respect to the Premises, and to discuss the affairs, finances and accounts of Mortgagor with and to be advised as to the same by Mortgagor or a knowledgeable and duly authorized representative of Mortgagor, all at such reasonable times and intervals as Mortgagee may desire.

Section 1.12 Restriction on Transfer. Without the prior written consent of Mortgagee thereto (which consent may be granted or withheld at Mortgagee's sole and absolute discretion) and the recordation of such consent in the public deed records in the Office of the Clerk of the Circuit Court of the County in which the Premises or any part thereof is located, prior to the cancellation, satisfaction and release by Mortgagee of this Mortgage, neither Mortgagor nor any party comprising Mortgagor shall grant, bargain, sell, convey, transfer, assign or exchange all or any portion of the Premises or the interest of Mortgagor or such other party in the Premises. For the purposes of this Section 1.12, any of the following shall constitute a transfer or conveyance of the Premises proscribed hereby: (i) in the event Mortgagor or any party comprising Mortgagor shall be a corporation, if any amount of any class of stock in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage and, after such transaction, more than fifty percent (50%) of such class of stock shall be owned by a party or parties other than the party or parties owning such stock as of the date of the execution and delivery of this Mortgage; and (ii) in the event Mortgagor or any party comprising Mortgagor shall be a general partnership or a limited partnership, (A) if any general partnership interest in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage, or (B) if any amount of any class of limited partnership interests in Mortgagor or such party comprising Mortgagor shall be granted, bargained, sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage and, after such transaction, more than fifty percent (50%) of such class of limited partnership interests shall be owned by a party or parties other than the party or parties owning such limited partnership interests as of the date of the execution and delivery of this Mortgage. The foregoing proscription shall apply to any such sale, conveyance, transfer, assignment or exchange, whether made with or without consideration, and whether arising voluntarily or involuntarily, by reason of merger, consolidation or reorganization, by operation of law, or otherwise.

Section 1.13 Escrow Deposit. If Mortgagor shall be in default hereunder beyond any applicable grace or cure period, if any, provided herein, in order to further secure the payment of the taxes, special assessments and insurance premiums payable with respect to the Premises, upon request therefor by Mortgagee, Mortgagor shall deposit with Mortgagee, on the due date of each monthly installment due under the Note, a sum which, in the estimation of Mortgagee, shall be equal to one-twelfth (1/12) of the amount of annual taxes, special assessments and casualty

insurance premiums payable with respect to the Premises. The deposit shall be held by Mortgagee, free of interest, and free of any liens or claims on the part of creditors of Mortgagor and as part of the security of Mortgagee, and shall be used by Mortgagee to pay current taxes, special assessments and casualty insurance premiums on the Premises as the same accrue and are payable. The deposit shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee. If such deposits are insufficient to pay such taxes, special assessments and casualty insurance premiums in full as the same become payable, Mortgagor shall deposit with Mortgagee such additional sum or sums as may be required in order for Mortgagee to pay such taxes, special assessments and casualty insurance premiums in full. Upon any default hereunder, Mortgagee, at Mortgagee's option, may apply said deposit, or any part thereof, to the payment of the Indebtedness in such order as Mortgagee may determine. Upon the payment in full of the Indebtedness and the cancellation and satisfaction of record of this Mortgage, Mortgagee shall refund to Mortgagor any such sums then on deposit with Mortgagee. The term "taxes" as used in this paragraph shall include real property ad valorem taxes, sanitary taxes, personal property ad valorem taxes and any other tax which may or become a lien against the Premises.

Section 1.14 Subrogation. Mortgagee shall be subrogated to all right, title, equity, liens and claims of all persons to whom Mortgagee has paid or pays money in settlement of claims, liens, encumbrances or charges or in the acquisition of any right or title for Mortgagee's benefit under this Mortgage or for the benefit and account of Mortgagor.

Section 1.15 Flood Insurance. Mortgagor represents and certifies to Mortgagee that except as expressly set forth on the survey, if any, furnished to Mortgagee, no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event Mortgagee determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other governing agency licensing or regulating the operations of Mortgagee require that flood insurance coverage be obtained for the Premises or any part thereof in order for Mortgagee to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Mortgagor, upon receiving written notice from Mortgagee of such determination: (i) shall promptly purchase and pay the premiums for such flood insurance policies as Mortgagee deems required by such agency or agencies and so that Mortgagee shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to Mortgagee together with evidence satisfactory to Mortgagee that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Mortgagee, shall name Mortgagee as an insured thereunder, shall provide that losses thereunder be payable to Mortgagee pursuant to such forms of loss payable clause as Mortgagee may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to the Premises under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancellable as to Mortgagee except upon thirty (30) days prior written notice given by the insurer to Mortgagee.

Within fifteen (15) days prior to the expiration date of each such flood insurance policy, Mortgagor shall deliver to Mortgagee a renewal policy or endorsement together with evidence satisfactory to Mortgagee that the premium therefor has been paid.

Section 1.16 Hazardous Materials Covenants.

(a) Mortgagor hereby represents and warrants to and for the benefit of Mortgagee that the Premises will not be used or operated in any manner that will result in the storage, use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof, the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder, or as defined by the laws of the State of Indiana as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) any substance the presence of which on the Premises is prohibited by any Laws or by any other legal requirements affecting the Premises; (vi) petroleum based materials; and (vii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any Laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination" shall mean and refer to the unlawful contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

(b) In addition to and without limiting the generality of any other provisions of this Mortgage, Mortgagor shall and hereby does indemnify and hold Mortgagee harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, and liabilities, including, but not limited to, reasonable attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Mortgagor or Mortgagor's employees, agents, delegees, invitees, licensees, concessionaires, lessees, tenants, contractors or representatives, of any Hazardous Materials, or (ii) an occurrence of Hazardous Materials Contamination, arising out of or in any manner connected with the use or occupancy of the Premises; provided however, the Mortgagor shall not be obligated to indemnify the Mortgagee from claims or damages asserted against the Mortgagee if the circumstances giving rise to such claims arose subsequent to satisfaction in full of the Mortgagor's obligation under the Note. The provisions of this Section 1.16 shall survive any payment or satisfaction of the Indebtedness and any acquisition of the Premises by Mortgagee pursuant to foreclosure of this Mortgage, by conveyance in lieu of

foreclosure or otherwise; and such provisions shall remain in full force and effect as long as the possibility exists that Mortgagee may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities. Notwithstanding the foregoing, Mortgagor shall have no liability to Mortgagee with respect to any expense, damage or loss suffered by Mortgagee arising from acts or circumstances occurring after the date Mortgagee acquires title to the Premises in the event Mortgagee becomes the successor-in-interest to Mortgagor with respect to the Premises by foreclosure deed or deed in lieu of foreclosure.

ARTICLE 2
EVENTS OF DEFAULT

The following shall constitute events of default by Mortgagor hereunder:

Section 2.1 Payment of Indebtedness. If Mortgagor should fail to pay the Indebtedness or any part thereof when and as the same shall become due and payable, or if Guarantor shall fail to pay any amounts owed to Mortgagee when and as the same shall become due and payable, in either instance, whether at the due date thereof or at a date fixed for prepayment or at a date fixed by reason of acceleration of the due date thereof or otherwise, and such failure continues beyond the grace or cure periods, if any, provided for in the applicable instrument.

Section 2.2 Other Payments and Terms. If Mortgagor or Guarantor should fail to make any payment (other than on the Indebtedness) required hereunder or under any other Loan Documents, or if Mortgagor or Guarantor should fail fully and completely to perform their respective duties and obligations under, or should violate or breach or fail fully and completely to observe, satisfy or comply with any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions set forth in this Mortgage or the other Loan Documents (and if such failure, breach or violation shall not have been cured within twenty (20) days after the giving of a written notice thereof by Mortgagee), or any other instrument, document, agreement, letter or other writing now or hereafter evidencing or securing the Indebtedness or any portion thereof, or heretofore, concurrently herewith or in the future executed by Mortgagor or Guarantor in favor of Mortgagee in connection with any transaction which resulted in the Indebtedness or any part thereof, including, without limiting the generality of the foregoing, the Loan Agreement, the Note and the Lease Assignment (and if such failure, breach or violation shall not have been cured within the periods, if any, provided therein or herein).

Section 2.3 False Statements. If any certificate, representation, warranty, statement or other writing made herein or furnished to Mortgagee, by or on behalf of Mortgagor or Guarantor in connection with any transaction which resulted in the Indebtedness or any part thereof should be false, untrue, incomplete or misleading in any material respect as of the date made.

Section 2.4 Adverse Change. Any material adverse change in the condition, financial or otherwise, of Mortgagor or Guarantor after the date of this agreement; or any damage to any part of the Premises which is not repaired promptly to the reasonable satisfaction of Mortgagee; or

any taking of any part of the Premises in any eminent domain, condemnation or similar proceeding or the pendency of such proceeding which, in Mortgagee's reasonable judgment, materially affects the value or intended use of the Premises; or any material adverse change in the Loan or the Improvements as represented in the loan application to Mortgagee.

Section 2.5 Seizure or Levy. If the Premises or any part thereof should be seized or levied upon under legal process or a receiver should be appointed for the Premises or any part thereof.

Section 2.6 Liens. If any Federal tax lien or any claim of lien for labor or services performed or rendered or alleged to have been performed or rendered, or for materials supplied or furnished or alleged to have been supplied or furnished, or for architectural or engineering services performed or rendered or alleged to have been performed or rendered, in connection with the improvement of or with respect to the Premises should be filed of record against Mortgagor or the Premises and not be removed from record by payment or posting of bond within thirty (30) days from the date of such filing.

Section 2.7 Priority Claim. If any claim of priority over this Mortgage should be asserted in any legal or equitable proceeding, and not be dismissed with prejudice within sixty (60) days after the filing thereof.

Section 2.8 Insolvency or Bankruptcy. If Mortgagor or Guarantor becomes insolvent as defined in the Indiana Uniform Commercial Code or makes an assignment for the benefit of creditors; or if any action is brought by Mortgagor seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if Mortgagor commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by Mortgagor for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by Mortgagor seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Mortgagor seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against Mortgagor and (i) an order for relief is entered in such proceeding or (ii) such proceeding is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against Mortgagor for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any action or petition is otherwise brought against Mortgagor seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying

its debts as they become due, and such action or petition is consented to or acquiesced in by Mortgagor or is not dismissed within thirty (30) days after the date upon which it was brought.

Section 2.9 Judgments. If any judgment should be rendered against Mortgagor and such judgment should not be paid in full and satisfied, or appealed from within the time allowed for appeals and be paid in full and satisfied when it becomes final.

Section 2.10 Dissolution or Liquidation. Should Mortgagor, if a corporation or company, be liquidated or dissolved or its articles of incorporation or organization expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire.

Section 2.11 Provisions Regarding the Leases. Should Mortgagor (i) cancel, modify, alter or amend the Leases without the prior written consent of Mortgagee, which consent Mortgagee may withhold or condition in its reasonable discretion, or (ii) fail to maintain the Leases in full force and effect.

Section 2.12 Default Under Other Loan Documents. Should an event of default or default occur beyond any applicable notice and/or cure periods set forth in any of the other Loan Documents, including, without limitation, the Loan Agreement.

For the purposes of the events of default specified in sections 2.03, 2.05, 2.07, 2.08 and 2.09, the word "Mortgagor" shall specifically include, without limitation: (i) any party comprising Mortgagor, should more than one person or entity execute this Mortgage as Mortgagor; (ii) any person or entity now or hereafter liable, whether primarily, secondarily or contingently, for the payment of the Indebtedness or any part thereof including without limitation any principal, maker, endorser, guarantor or surety and the heirs, legal representatives, successors and assigns thereof; (iii) if Mortgagor or any party comprising Mortgagor be a general partnership or a limited partnership, any general partner thereof; and (iv) if Mortgagor or any party comprising Mortgagor be a joint venture, any joint venturer thereof.

ARTICLE 3
REMEDIES

Upon the occurrence of an event of default which is not cured within the period, if any, provided for herein, Mortgagor shall be in default hereunder. If Mortgagor shall be in default hereunder, Mortgagee may, at its option and election and without notice to Mortgagor, do any one or more of the following:

Section 3.1 Acceleration of Indebtedness. Mortgagee may immediately declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment, demand, protest or notice of any kind, all of which are expressly waived by Mortgagor.

Section 3.2 Entry and Possession. Mortgagee may enter upon the Premises or any part thereof and take possession thereof, excluding therefrom Mortgagor and all agents, employees and representatives of Mortgagor; employ a manager of the Premises or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Premises or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals and replacements; insure or keep the Premises insured; and carry out or enter into agreements of any kind with respect to the Premises.

Section 3.3 Collection of Rents. Mortgagee may collect and receive all Rents, and apply the same to the Indebtedness, after deducting therefrom all costs, charges and expenses of taking, holding, managing and operating the Premises, including the reasonable fees and expenses of Mortgagee's attorneys and agents.

Section 3.4 Payments. Mortgagee may pay any sum or sums deemed necessary or appropriate by Mortgagee to protect the Premises or any part thereof or Mortgagee's interest therein.

Section 3.5 Other Remedies. Mortgagee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing now or hereafter evidencing or securing the Indebtedness or any part thereof, or heretofore, concurrently herewith or in the future executed by Mortgagor in favor of Mortgagee in connection with any transaction resulting in the Indebtedness or any part thereof, including, without limiting the generality of the foregoing, the Construction Loan Agreement, the Permanent Loan Agreement, the Note and the Lease Assignment.

Section 3.6 Appointment of Receiver. Upon, or at any time after the filing of an action to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, such appointment to may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to either the then value of the Premises, the adequacy or inadequacy of any remedy available at law, the solvency or insolvency of any other person liable for payment of such indebtedness or whether the Premises shall be then occupied as a homestead or not, and Mortgagee hereunder or any agent of Mortgagee may be appointed as such receiver. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to the provisions of this Mortgage and such other powers which may be necessary or are customary in such cases for the protection, possession, control, management and operation of the Premises during such period.

Section 3.7 UCC Remedies. With respect to the personal property and fixtures in which a security interest is herein granted, at Mortgagee's option, Mortgagee may exercise any or all of the rights accruing to a secured party under this instrument, the Uniform Commercial Code of the State of Indiana, and any other applicable law. Mortgagor shall, if Mortgagee requests, assemble

all such personal property and make it available to Mortgagee at a place or places, to be designated by Mortgagee, which shall be reasonably convenient to Mortgagor and Mortgagee. Any notice required to be given by Mortgagee of a public or private sale, lease or other disposition of the personal property or any other intended action by Mortgagee may be personally delivered to Mortgagor or may be deposited in the United States mail with postage prepaid duly addressed to Mortgagor at the address shown in the paragraph herein captioned "Notices", or at any other address theretofore designated by Mortgagor in writing to Mortgagee, at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Mortgagor of any such action.

Section 3.8 Foreclosure.

(a) Mortgagee may institute an action to foreclose this Mortgage, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance or repairs to the Premises, all costs of suit, together with interest at such rate on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made to Mortgagee of the full amount due Mortgagee, and a reasonable attorney's fees; or Mortgagee may foreclose as to the sum past due with interests and costs, as above provided, without injury to this Mortgage or the displacement or impairment of the remainder of the lien hereof, and at such foreclosure sale the Premises shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due.

(b) Mortgagee shall also have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure under this Mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(c) Any real estate sold pursuant to this Mortgage or pursuant to any judicial proceedings under this Mortgage or the Note may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.

All of the foregoing rights and remedies are cumulative of and in addition to, and not restrictive of or in lieu of, any right or remedy provided for by statute, or now or hereafter existing, at law or in equity. Mortgagee may, at Mortgagee's election and at Mortgagee's sole

discretion, exercise each and every such right and remedy concurrently or separately or in any combination.

ARTICLE 4
ADDITIONAL PROVISIONS

The following terms and conditions shall constitute additional covenants and agreements by Mortgagor:

Section 4.1 Mortgagor's Waivers. Mortgagor hereby waives and releases:

(a) all errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note or this Mortgage or both;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.

Section 4.2 Applicable Law. This agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Indiana.

Section 4.3 Forbearance. Mortgagee shall not be deemed to waive any of Mortgagee's rights or remedies under this Mortgage unless such waiver be express in writing and signed by or on behalf of Mortgagee. No delay, omission or forbearance by Mortgagee in exercising any of Mortgagee's rights or remedies shall operate as a waiver of such rights or remedies. A waiver in writing on one occasion shall not be construed as a waiver of any right or any remedy on any future occasion.

Section 4.4 Time. Time is and shall be the essence of this Mortgage and the covenants and agreements by Mortgagor.

Section 4.5 Captions. Any captions or headings preceding the text of separate sections, paragraphs and sub-paragraphs hereof are solely for reference purposes and shall not affect the meaning, construction, interpretation or effect of the text.

Section 4.6 Notices. All notices, requests, demands and other communications under this Mortgage or the Note or the Lease Assignment shall be in writing and shall be deemed to have been duly given: (i) to Mortgagor when personally delivered to any office of Mortgagor, (ii)

to Mortgagee when personally delivered to an officer of Mortgagee authorized to receive such notices or (iii) five (5) days after deposited in the United States Mail, certified mail with return receipt requested and with all postage prepaid, addressed as follows:

To Mortgagee: Bank of America, N.A.
Restaurant Finance Group
Post Office Box 4899
Atlanta, Georgia 30302-4899

with a copy to: Catherine P. Powell, Esq.
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

To Mortgagor: Shamrock Company
Shamrock TBC, Inc.
McGue Family, L.L.C.
15 Spinning Wheel Drive, Suite 110
Hinsdale, DuPage County, IL 60521

with a copy to: Edward J. Momkus, Esquire
Momkus McCluskey McAndrew & Monroe, LLC
3051 Oak Grove Drive, Suite 220
Downer's Grove, IL 60515

Either party may, by written notice to the other, designate a different address for receiving notices hereunder; provided, however, that no change in Mortgagor's address for receiving notices hereunder shall be effective until Mortgagee has actually received notice thereof. The foregoing address of Mortgagor constitutes the mailing address of the debtor, and the foregoing address of Mortgagee constitutes an address of the secured party from which information concerning the security interest may be obtained, as required by the Indiana Uniform Commercial Code.

Section 4.7 Severability. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

Section 4.8 Definitions. The word "Mortgagor" as used herein shall include the heirs, legal representatives, successors and assigns of Mortgagor as if so specified at length throughout this Mortgage, and all covenants, agreements, duties, obligations, liabilities and responsibilities of Mortgagor shall be binding upon and enforceable against the heirs, legal representatives, successors and assigns of Mortgagor. The word "Mortgagor" as used herein shall also include all

parties executing this Mortgage as Mortgagor, and each of them, who shall be jointly and severally liable under this Mortgage, should more than one Mortgagor execute this Mortgage; and shall include the masculine and feminine genders, regardless of the gender of Mortgagor or any of them, and shall include partnerships, corporations and other legal entities. The word "Mortgagee" as used herein shall include the transferees, successors, legal representatives and assigns of Mortgagee as if so specified at length throughout this Mortgage, and all rights of Mortgagee under this Mortgage shall inure to the benefit of the transferees, successors, legal representatives and assigns of Mortgagee.

Section 4.9 Future Advances. Without limiting any other provisions of this Mortgage, this Mortgage shall also secure additional loans hereafter made by Mortgagee to Mortgagor within twenty (20) years from the date hereof but in no event shall the total outstanding principal indebtedness secured hereby at any such time exceed the amount of Forty Million Dollars (\$40,000,000). Each such additional loan shall be evidenced by a note or other evidence of indebtedness and shall be automatically secured hereby without the necessity of the note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured by this Mortgage unless such documents specifically provide that the additional loan shall be expressly unsecured or secured by property other than the Premises. Nothing herein contained shall imply any obligation on the part of Mortgagee to make any such additional loan(s).

Section 4.10. WAIVERS. TO THE EXTENT PERMITTED UNDER INDIANA LAW, MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF INDIANA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED TO MORTGAGEE BY THIS MORTGAGE, AND WAIVES MORTGAGOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS MORTGAGE ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR JUDICIAL HEARING OR BOTH. MORTGAGOR FURTHER HEREBY EXPRESSLY WAIVES ALL HOMESTEAD EXEMPTION RIGHTS, IF ANY, WHICH MORTGAGOR OR MORTGAGOR'S FAMILY MAY HAVE PURSUANT TO THE CONSTITUTION OF THE UNITED STATES, THE STATE OF INDIANA OR ANY OTHER STATE OF THE UNITED STATES, IN AND TO THE PREMISES AS AGAINST THE COLLECTION OF THE INDEBTEDNESS, OR ANY PART THEREOF. ALL WAIVERS BY MORTGAGOR IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY MORTGAGOR, AFTER MORTGAGOR HAS BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF MORTGAGOR'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS. MORTGAGOR'S EXECUTION OF THIS MORTGAGE SHALL BE CONCLUSIVE EVIDENCE OF THE WAIVER AND THAT SUCH WAIVER HAS BEEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.

Section 4.11 Substitution or Partial Release of Collateral. Subject to the terms and conditions hereinafter set forth, Mortgagee hereby agrees: (i) to allow Mortgagor to substitute certain Collateral or Collateral Locations for other new Collateral or Collateral Locations acceptable to Mortgagee in its reasonable discretion (the "Substitute Collateral"), and/or (ii) to release certain Collateral or Collateral Locations, or portions thereof (either Equipment or Property or both, and the descriptions of such items used in the applicable Loan Documents will be appropriately modified) as Mortgagor may request (the "Released Collateral") as a result of certain restaurant relocations, closings or terminations or the like, subject to the satisfaction of the following terms and conditions precedent:

(a) In the event of either or both of subparagraphs (i) or (ii) above:

(1) There shall exist no Default Condition or Event of Default, on either an actual or proforma basis, determined on a rolling twelve (12) month basis after having given effect to the action contemplated herein; and

(2) Mortgagor shall pay all costs and expenses in connection with such transactions, including but not limited to, Mortgagee's reasonable attorneys fees

(b) With respect to the substitution of any Collateral or Collateral Locations:

(1) Any and all Substitute Collateral shall have a value, as determined by Mortgagee in accordance with its standard underwriting procedures, which shall be equal to or greater than, the value of the Collateral which Mortgagor desires to release from Mortgagee's security interest and lien; and

(2) Mortgagor shall provide, and Mortgagee shall review and approve in its reasonable discretion, any and all due diligence items and documentation relating to the proposed Substitute Collateral as Mortgagee may reasonably require. In the event Mortgagee does not approve said Substitute Collateral, Mortgagor may submit to Mortgagee such other Substitute Collateral for Mortgagee's review in accordance with the terms set forth herein; and

(3) Mortgagor shall execute and deliver any and all documents, instruments, and/or agreements required by Mortgagee to affect such substitution and the collateralization of, and Mortgagee's perfection of its security interest in, such Substitute Collateral.

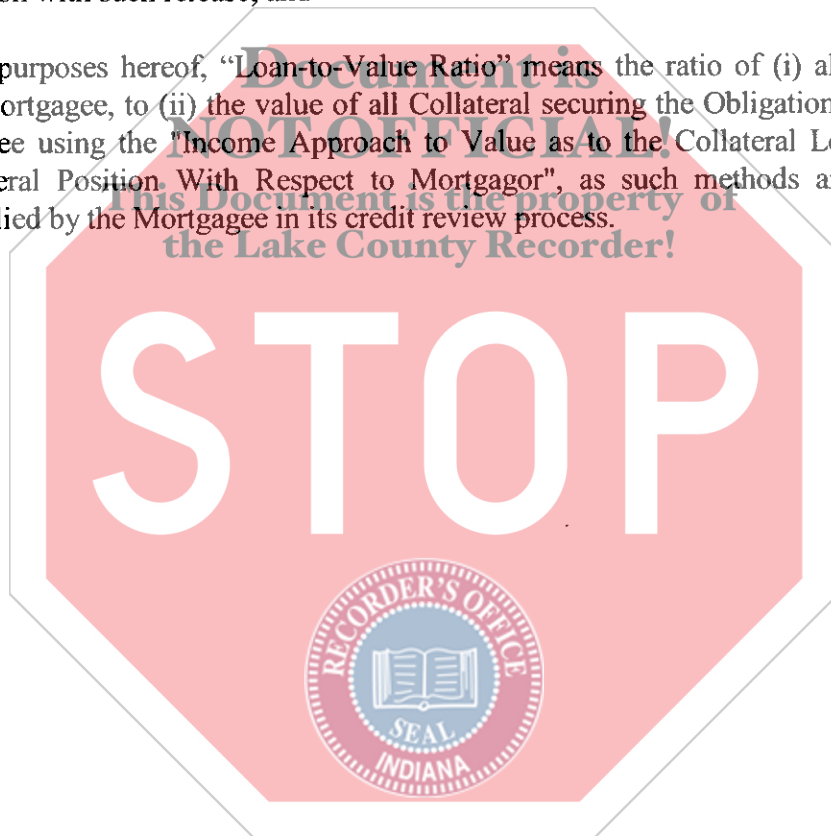
(c) With respect to the partial release of Collateral:

(1) Mortgagee shall determine, in its reasonable discretion, that the release of such Collateral is acceptable to Mortgagee, which decision shall be based upon a full analysis and review by Mortgagee of, among other considerations, the application of Mortgagee's standard underwriting criteria, and the determination by Mortgagee that following the release of any such Collateral, the Loan-to-Value Ratio (as hereinafter defined) shall not be greater than (i) .80 to 1.0 on Mortgagor's fee simple Property remaining as Collateral and (ii) .65 to 1.0 on the business value of the remaining Collateral to be determined by Mortgagee;

(2) Any and all proceeds received by Mortgagor from the transfer, sale or other conveyance of such Released Collateral shall, at the election of Mortgagee, be paid by Mortgagor to Mortgagee as a prepayment, and Mortgagee shall apply the same to outstanding sums due under the Loan. Upon the application of such proceeds by Mortgagee, the availability to Mortgagor of funds under the Loan shall be reduced by a sum equal to the amount of the proceeds applied.

(3) Mortgagor shall deliver such certifications, affirmations or other documents or agreements as the Mortgagee may reasonably request in connection with such release; and

For the purposes hereof, "Loan-to-Value Ratio" means the ratio of (i) all Obligations of Mortgagor to Mortgagee, to (ii) the value of all Collateral securing the Obligations, as determined by the Mortgagee using the "Income Approach to Value as to the Collateral Location" and the "Overall Collateral Position With Respect to Mortgagor", as such methods and formulas are customarily applied by the Mortgagee in its credit review process.



IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal and Mortgagor has delivered this Mortgage to Mortgagee, all the day and year first written above.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

ED Monkus
Printed Name

MORTGAGOR:

SHAMROCK COMPANY, an Illinois corporation

By: [Signature]

Name: Stephen C. McGue
Title: President

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

ED Monkus
Printed Name

SHAMROCK TBC, INC., an Illinois corporation

By: [Signature]

Name: Stephen C. McGue
Title: President

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

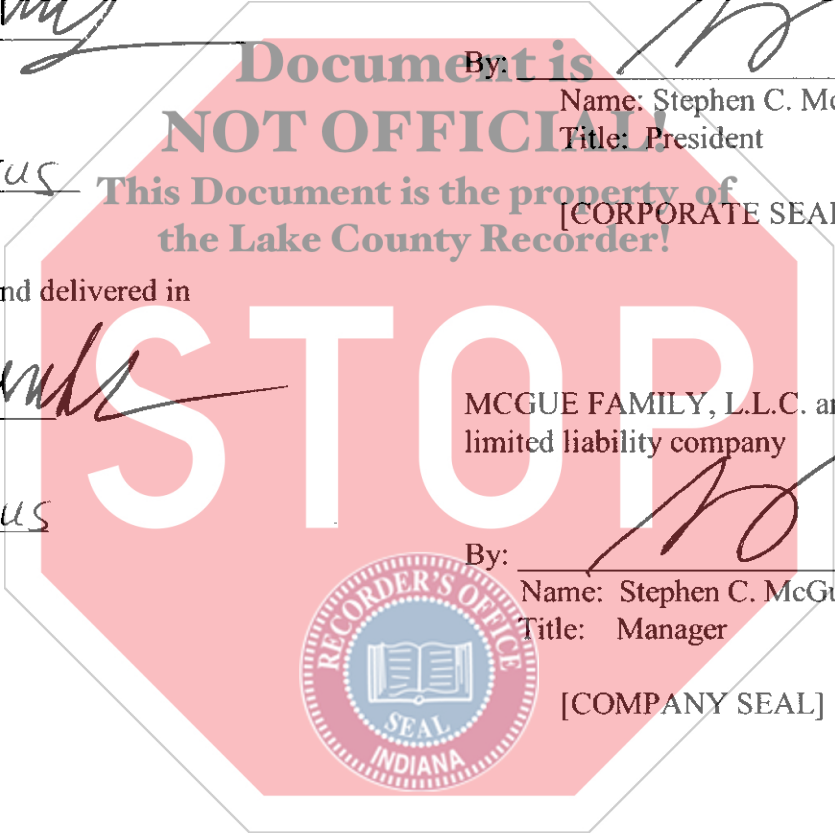
ED Monkus
Printed Name

MCGUE FAMILY, L.L.C. an Illinois limited liability company

By: [Signature]

Name: Stephen C. McGue
Title: Manager

[COMPANY SEAL]



STATE OF Illinois
COUNTY OF DeWage

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, President of Shamrock Company, an Illinois corporation, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of December, 2005.

Patricia L Romanelli
Notary Public

Patricia L Romanelli
Print Name

My Commission Expires:
1-29-2007

County of residence:
DeWage

OFFICIAL SEAL
NOTARY PUBLIC STATE OF
COMMISSION EXPIRES



STATE OF Illinois
COUNTY OF DeWage

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, President of Shamrock TBC, Inc., an Illinois corporation, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of December, 2005.

Patricia L Romanelli
Notary Public

Patricia L Romanelli
Print Name

My Commission Expires:
1-29-2007

County of residence:
DeWage

OFFICIAL SEAL
NOTARY PUBLIC STATE OF
COMMISSION EXPIRES

[NOTARIAL SEAL]

STATE OF Illinois
COUNTY OF DeWitt

Before me, a Notary Public in and for said County and State, personally appeared Stephen C. McGue, Manager of McGue Family, L.L.C., an Illinois limited liability company, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of said company and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of December, 2005.

Patricia J. Romanelli
Notary Public

Patricia L. Romanelli
Print Name

My Commission Expires:

1-29-2007

County of residence:

DeWitt

OFFICIAL
NOTARY PUBLIC SEAL
COMMISSION EXPIRES



EXHIBIT "A"

[Legal Description for Unit #5090 Munster]



EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOT 7 (EXCEPT THE WEST 10 FEET) IN BLOCK 2 IN MATTESON FARMS, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE NORTHERLY 8.0 FEET THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 83L51174
AND
THE NORTH 40 FEET OF THE WEST 100 FEET OF LOT 21 IN BLOCK 2 IN MATTESON FARMS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 23 TO 28 BOTH INCLUSIVE IN BLOCK 3 IN KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF LOTS 1 AND 9 IN THE CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 7, 8, 9 AND 14, IN BLOCK 1, WEST END SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE NORTHERLY 13 FEET OF LOTS 7, 8, 9 THEREOF TAKEN BY THE STATE OF ILLINOIS PURSUANT TO COURT ORDER ENTERED IN 84L52639.

PARCEL 4:

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN CALUMET TERRACE, A SUBDIVISION OF LOTS 2 TO 8, BOTH INCLUSIVE IN A SUBDIVISION OF THE NORTH 515.10 FEET OF THE WEST 340.89 FEET OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE EAST 1064.5 FEET OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD EXCEPTING THEREFROM THE WEST 75 FEET OF THE NORTH 290.4 FEET THEREOF.

PARCEL 5:

LOT 3 IN CODEVCO RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN DOMINICK'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5, FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 8, 1982 AND FILED OCTOBER 15, 1982 AS DOCUMENT LR 3278436, UNDER, THROUGH AND ACROSS THE 'COMMON AREAS' AS THAT TERM IS DEFINED IN SAID INSTRUMENT OF

PARCEL 6A:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 5 FOR THE PURPOSE OF INGRESS AND EGRESS AND FOR PARKING PURPOSES AS CONTAINED IN RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT DATED NOVEMBER 2, 1981 AND RECORDED DECEMBER 18, 1981 AS DOCUMENT LR3244513 ACROSS THE COMMON AREAS AS DEFINED IN SAID INSTRUMENT.

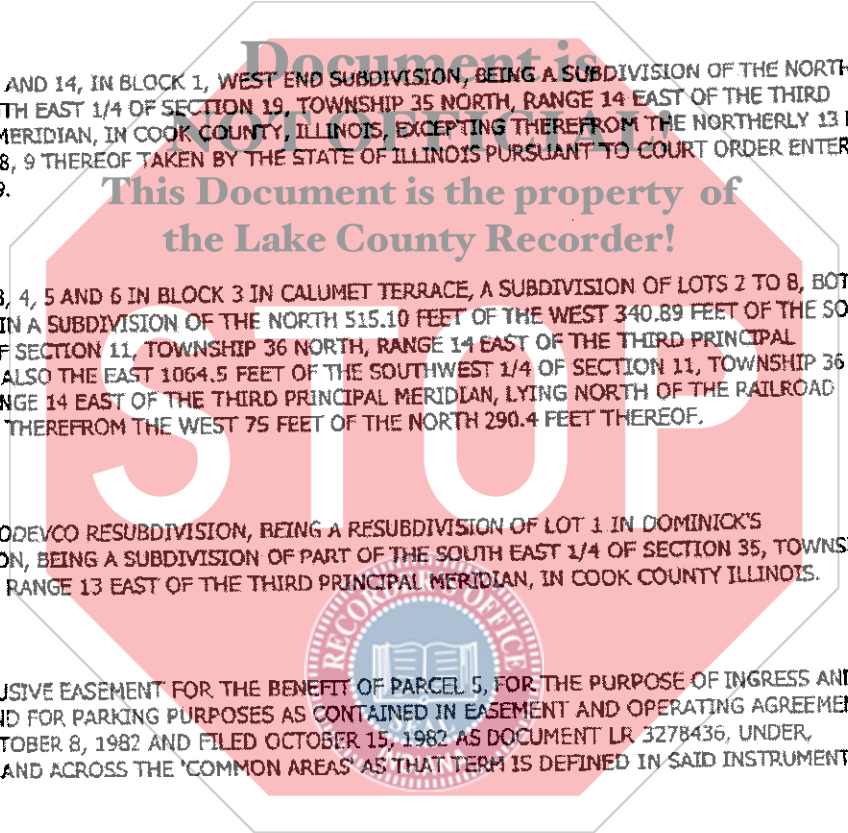


EXHIBIT "A" CONT'D

PARCEL 7:

LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST LINE OF LOT 6; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 22, 23 AND 24, (EXCEPT THE SOUTH 5 FEET OF SAID LOTS 19 THROUGH 24 TAKEN IN CONDEMNATION CASE 88ED-112), IN BLOCK 11, IN GLEN ELLYN MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1922, AS DOCUMENT NO. 153289, IN DUPAGE COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

Lot 3 and 4 in Green Mill Gardens Assessment plat, being a subdivision of part of Owner's Lake Street Addition to Addison, a subdivision in the South 1/2 of Section 20, Township 40 North, Range 11, East of the Third Principal Meridian, recorded as document 189437 and a part of Owner's Assessment Plat of Part of the South 1/2 of Section 20, Township 40 North, Range 11, East of Third Principal Meridian, recorded as Document 264322, according to the plat there of recorded May 16, 1956 as Document 800540, in DuPage County, Illinois. More particularly described as follows: Beginning at an iron pipe at the Southeasterly corner of said Lot 3; Thence North 60 degrees 45 minutes 00 Seconds West (record) 99.96 feet along the Southerly line of said Lots 3 and 4 to an Iron Pipe at the Southwesterly corner of Lot 4; Thence North 27 degrees 54 minutes 41 seconds East 256.89 feet along the Westerly line of said Lot 4 to an Iron Pipe on the Southerly Line of Lake Street to an Iron Pipe on the Easterly line of said Lot 3; thence South 27 degrees 55 minutes 13 seconds West 237.41 feet along the Easterly line of said Lot 3 to the Point of Beginning, in Dupage County, Illinois. Excepting from said land the building described parts of said land, taken in condemnation Case No. 2005 ED00022, Circuit Court of DuPage County, Illinois. Excepting therefrom the following parts of said land, taken in condemnation proceedings Case No. 2005ED00022, Circuit Court of Dupage County, described as follows:

That part of Lots 3 and 3 in Green Mills Assessments Plat in the South Half of Section 20, Township 40 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 16, 1956 as document number 800540, in DuPage County, Illinois, described as follows: Beginning at the Northwest corner of said Lot 3; thence on an assumed bearing of South 60 degrees 52 minutes 26 seconds East along the Northerly line of said Lots 3 and 4, a distance of 99.98 feet (100 feet, recorded) to the Northeast corner of Lot 4; thence South 28 degrees 01 minute 20 seconds West along the Easterly line of said Lot 4, a distance of 12.52 feet; thence North 60 degrees 49 minutes 42 seconds West, a distance of 99.98 feet to the Westerly line of said Lot 3; thence North 28 degrees 01 minute 16 seconds East along the Westerly line of said Lot 3, a distance of 12.44 feet to the point of beginning.



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

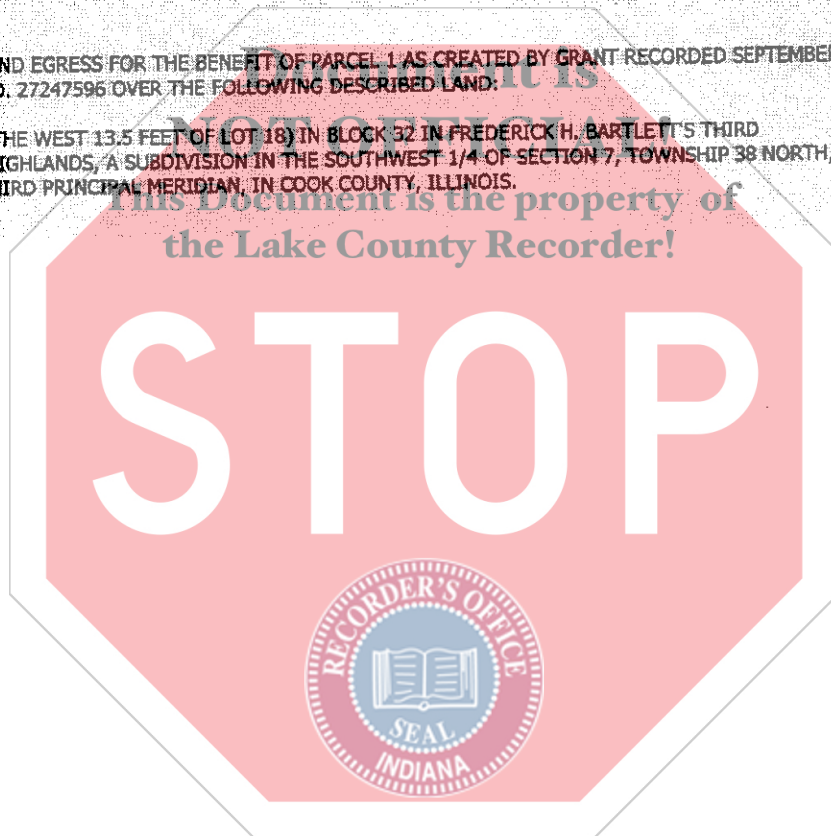
LOTS 19, 20, 21, 22 AND THE WEST 13.5 FEET OF LOT 18 IN BLOCK 32 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 17 IN BLOCK 32 IN SAID FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS; THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 17 AND 18 A DISTANCE OF 45.04 FEET TO A POINT 13.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 18; SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 18, 19, 20, 21 AND 22 A DISTANCE OF 113.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 00 DEGREES 00 SECONDS 49 MINUTES EAST 125.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 89 DEGREES 41 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 18, 19, 20, 21 AND 22 A DISTANCE OF 113.62 FEET TO A POINT 13.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST 125.01 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED SEPTEMBER 10, 1984 AS DOCUMENT NO. 27247596 OVER THE FOLLOWING DESCRIBED LAND:

LOTS 17 AND 18 (EXCEPT THE WEST 13.5 FEET OF LOT 18) IN BLOCK 32 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

LOTS 9 AND 10 IN BLOCK 49 IN SUBDIVISION OF BLOCKS 45 AND 47 TO 52 IN CIRCUIT COURT PARTITION OF SECTION 31/32, TOWNSHIP 39 NORTH, RANGE 13 AND PARTS OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 AND SECTIONS 1/12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT AFORESAID, SAID CORNER REFERENCED BY A CROSS CUT IN THE SIDEWALK 2 FEET SOUTH; THENCE SOUTH $90^{\circ}-00'-00''$ WEST (ASSUMED) 124.29 FEET ALONG THE SOUTH LINE OF LOT 9 ALSO THE NORTH LINE OF 37th STREET TO THE SOUTHWEST CORNER OF LOT 9, SAID CORNER REFERENCED BY CROSSES CUT IN THE SIDEWALK 2 FEET SOUTH, 2 FEET WEST AND WEST; THENCE NORTH $0^{\circ}-14'-43''$ WEST 155.47 FEET ALONG THE WEST LINE OF LOTS 9 AND 10 ALSO BEING THE EAST LINE OF HOME AVENUE TO THE NORTHWEST CORNER OF LOT 10, SAID CORNER REFERENCED BY CROSSES CUT IN THE SIDEWALK 2 FEET NORTH AND 2 FEET NORTH AND WEST OF SAID CORNER; THENCE NORTH $66^{\circ}-14'-54''$ EAST ALONG THE NORTHERLY LINE OF LOT 10 ALSO BEING THE SOUTHERLY LINE OF OGDEN AVENUE TO THE NORTHEAST CORNER OF LOT 10, SAID CORNER REFERENCED BY A CROSS CUT IN THE SIDEWALK 2 FEET NORTH OF SAID CORNER; THENCE SOUTH $0^{\circ}-13'-11''$ EAST ALONG THE EAST LINE OF LOTS 9 AND 10 ALSO BEING THE WEST LINE OF A 16 FOOT PUBLIC ALLEY TO THE POINT OF BEGINNING.



EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: THOSE PARTS OF LOTS 3, 4, 7, 8 AND 9, ALL IN MERCHANT'S PARK-STRATFORD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1980 AS DOCUMENT R80-78062, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, IN SAID MERCHANT'S PARK-STRATFORD; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE, 416.12 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 250.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 166.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 250.00 FEET TO THE EAST RIGHT OF WAY LINE OF GARY AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE, 166.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 18, 1973 AND KNOWN AS TRUST NUMBER 47030 TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1984 AND KNOWN AS TRUST NUMBER 109000 DATED DECEMBER 26, 1984 AND RECORDED AUGUST 6, 1985 AS DOCUMENT R85-63749 FOR INGRESS, EGRESS, AND PARKING OVER THE PAVED COMMON AREAS AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT R80-80681 (EXCEPT THAT PART FALLING IN PARCEL 1), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 18, 1973 AND KNOWN AS TRUST NUMBER 47030 TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1984 AND KNOWN AS TRUST NUMBER 109000 DATED DECEMBER 26, 1984 AND RECORDED AUGUST 6, 1985 AS DOCUMENT R85-63749 ABOVE, ACROSS AND UPON THE STRATFORD SQUARE RING ROAD, AS ESTABLISHED BY AND CONTAINED IN ARTICLE X, PARAGRAPH B, SUBPARAGRAPH (B) (1) ON THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 22, 1979 AND RECORDED NOVEMBER 5, 1979 AS DOCUMENT R79-100343, IN DUPAGE COUNTY, ILLINOIS, FOR INGRESS AND EGRESS TO PARCEL 1 ABOVE, SUCH EASEMENT TO BE SUBJECT TO THE TERMS AND CONDITIONS THEREIN PROVIDED.



**EXHIBIT A
LEGAL DESCRIPTION**

Lot 2 in Silhavy's Resubdivision of Lot 9 in Vidal's Subdivision of the Northeast 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, according to plat thereof recorded in the Recorder's Office of Cook County, Illinois, May 5, 1948 in Book 371 of plats, Page 5 as Document 14307222, in Cook County, Illinois.



**EXHIBIT A
LEGAL DESCRIPTION**

THE NORTH 100 FEET OF LOT 1 IN MEYER INDUSTRIAL PARK FIRST ADDITION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1977 AS DOCUMENT 24070639, IN COOK COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:
THE WEST 156.07 FEET OF THE SOUTH 208.89 FEET OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART HERETOFORE DEDICATED FOR PUBLIC ROADWAY BY INSTRUMENT RECORDED OCTOBER 11, 1971 AS DOCUMENT NUMBER R71-54639).

PARCEL 2:
THAT PART OF LOT 192 IN HINSBROOK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1966 AS DOCUMENT NUMBER R66-6422 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/4 OF SAID LOT 192; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 192 A DISTANCE OF 486.16 FEET TO A POINT 43.93 FEET EAST OF THE WEST LINE OF SAID LOT 192 FOR A POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 43.93 FEET TO THE WEST LINE OF SAID LOT 192; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 108.89 FEET TO A CORNER OF SAID LOT 192; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 106.7 FEET TO A POINT ON THE WEST LINE OF SAID LOT 192, BEING ALSO ON THE EAST LINE OF CASS AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 16.11 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 182.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 32.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 32.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 FOR A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 AS SET FORTH AND DEFINED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER R85-15852 AND FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER R98-147018, FOR INGRESS AND EGRESS, ALL IN DUPAGE COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

THE SOUTH 155.00 FEET OF THE EAST 191.50 FEET OF LOT 3 IN COMMERCE CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1984 AS DOCUMENT NO. 1704394, BEING A SUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, KANE COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

Lot 16 in York Grand Estates Unit Number One, being a Subdivision of part of the Southeast 1/4 of Section 26, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1941, as document number 426473, in Cook County, Illinois



**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SHEFFER ROAD ACCORDING TO THE DEDICATION THEREOF RECORDED OCTOBER 8, 1964 AS DOCUMENT NO. 1032586 AND THE WEST LINE OF FARNSWORTH AVENUE ACCORDING TO THE DEDICATION THEREOF RECORDED OCTOBER 8, 1964 AS DOCUMENT NO. 1032587, SAID LINE BEING 40.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 89 DEGREES 38 MINUTES 22 SECONDS WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SHEFFER ROAD 218.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID FARNSWORTH AVENUE 131.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 22 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SHEFFER ROAD 218.00 FEET TO A POINT ON THE WEST LINE OF SAID FARNSWORTH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID FARNSWORTH AVENUE 131.00 FEET TO THE PLACE OF BEGINNING; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD, PRIOR TO CONDEMNATION BY ILLINOIS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 7, 1984, AND THE EASTERLY RIGHT OF WAY LINE OF DESPLAINES AVENUE PRIOR TO CONDEMNATION BY ILLINOIS DEPARTMENT OF TRANSPORTATION, SEPTEMBER 7, 1984; THENCE NORTH 89 DEGREES 56 MINUTES 50 SECONDS EAST (ASSUMED BEARING) ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD 2054.79 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST 13.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 20 SECONDS WEST ALONG THE LAST DESCRIBED COURSE 180.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 130.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS EAST 180.00 FEET TO A POINT ON THE BACK OF A CURB, SAID POINT BEING 12.9 FEET SOUTH OF AS MEASURED PERPENDICULAR TO THE SOUTHERLY RIGHT OF WAY LINE OF ROOSEVELT ROAD; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST ALONG SAID BACK OF CURB LINE AND ITS EASTERLY PROLONGATION 130.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

Lots 15, 16, 17 and 18 (Except the West 17 feet of said Lots) in Block 4 in Franklin Heights, being a Resubdivision of Lots 1 to 4 in Block 3 and Lots 1, 3, and 4, in Block 4 and Lot 1 in Block 7 in Turner Park Land Association Subdivision of that part of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois .



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

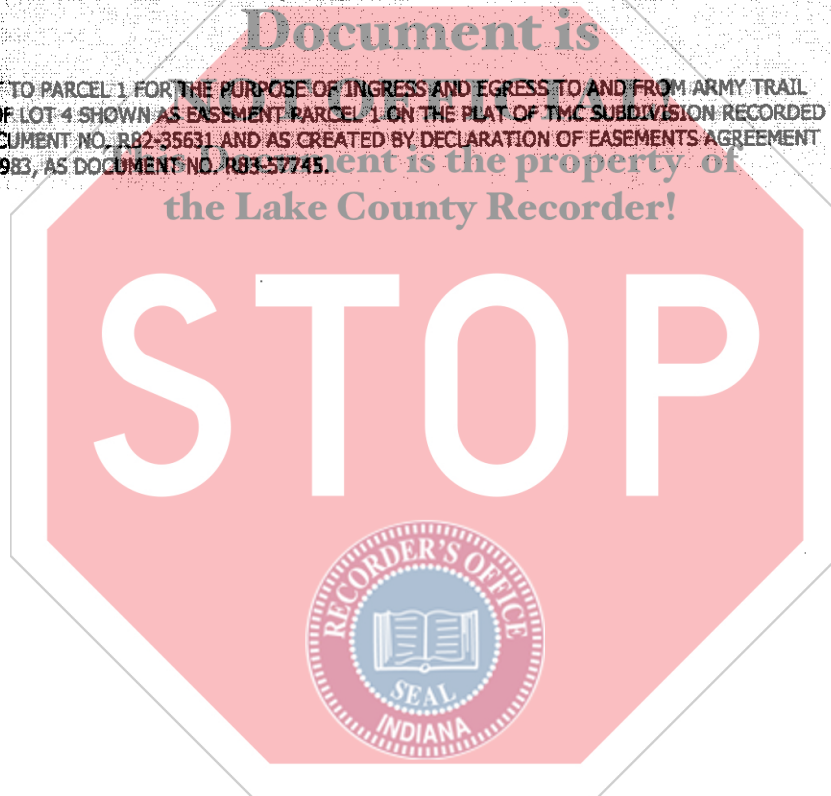
LOT 2, IN TMC SUBDIVISION OF LOTS 1, 2, AND 5 OF CRISSELL SUBDIVISION OF LOT 2 IN WESTLAKE COMMERCIAL UNIT NO. 3, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TMC SUBDIVISION RECORDED AUGUST 11, 1982, AS DOCUMENT NO. R82-35631, IN DU PAGE COUNTY, ILLINOIS;

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CROSS CUT IN THE CURB AT THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTH 78 DEGREES 37 MINUTES 57 SECONDS WEST (RECORD) 156.00 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 2, SAID LINE BEING THE NORTHERLY LINE OF ARMY TRAIL ROAD, TO AN IRON PIPE AT THE SOUTHWESTERLY CORNER OF LOT 2 AFORESAID; THENCE NORTH 11 DEGREES 19 MINUTES 18 SECONDS EAST 135.00 FEET, ALONG THE WESTERLY LINE OF SAID LOT 2, TO AN IRON PIPE; THENCE SOUTH 78 DEGREES 36 MINUTES 48 SECONDS EAST 156.00 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 2, TO A CROSS CUT IN CURB; THENCE SOUTH 11 DEGREES 19 MINUTES 24 SECONDS WEST 134.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 2, TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE COUNTY OF DU PAGE, A BODY POLITIC AND CORPORATE BY WARRANTY DEED RECORDED MARCH 29, 2001, AS DOCUMENT NO. R2001-53920;

PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM ARMY TRAIL ROAD OVER THAT PART OF LOT 4 SHOWN AS EASEMENT PARCEL 1 ON THE PLAT OF TMC SUBDIVISION RECORDED AUGUST 11, 1982, AS DOCUMENT NO. R82-35631 AND AS CREATED BY DECLARATION OF EASEMENTS AGREEMENT RECORDED AUGUST 19, 1983, AS DOCUMENT NO. R83-57745.



**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Lot 3 in Demos' Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 3, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 8, 1988 as Document Number R88-002585, except that part of Lot 3, taken in condemnation proceedings had in Case No. 93ED27, Circuit Court of DuPage County, described as follows:

Beginning at the Northeast corner of said Lot 4; thence on an assumed bearing of North 87 degrees 22 minutes 25 seconds East along the North lines of Lots 1 and 3, 45.00 feet; thence South 2 degrees 37 minutes 35 seconds West, 50.00 feet; thence North 2 degrees 37 minutes 35 seconds West, 20.00 feet to the North line of Lot 1; thence North 87 degrees 22 minutes 25 seconds East along the North line of Lot 1, 5.00 feet to the point of beginning, in DuPage County, Illinois.

Parcel 2:

Non-Exclusive easement appurtenant to and for the benefit of parcel 1 as set forth and defined in Declarations of Easement recorded December 6, 1988 as Document R88-002585 and R88-003768, and as amended by Document No. R88-139187 for ingress and egress, for pedestrian and vehicular access, all in DuPage County, Illinois.



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

LOT 4 IN SANDPIPER COURT CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1992 AS DOCUMENT R92-176713, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN CROSS-EASEMENT AGREEMENT RECORDED SEPTEMBER 21, 1992 AS DOCUMENT NO. R92-17818 FOR INGRESS AND EGRESS, FOR PEDESTRIAN AND VEHICULAR ACCESS, ALL IN DU PAGE COUNTY, ILLINOIS.



EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH EIGHT ACRES OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID SECTION 2; THENCE EAST ALONG THE SAID SOUTH LINE OF THE NORTH EIGHT ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 223.53 FEET TO A POINT IN THE NORTH LINE OF THE PROPERTY CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DEED RECORDED OCTOBER 24, 1939, AS DOCUMENT NO. 12387124 SAID POINT ALSO BEING 44.76 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 2 AS MEASURED ALONG SAID EAST LINE; THENCE WEST ALONG THE NORTH LINE OF SAID PROPERTY CONVEYED BY DOCUMENT 12387124 A DISTANCE OF 105.48 FEET TO A POINT; THENCE NORTH ALONG LINE 105.48 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 143.74 FEET TO A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF THE NORTH EIGHT ACRES OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 174.95 FEET TO A LINE 50 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF SECTION 23 THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 105.48 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART OF SAID PREMISES CONVEYED TO DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF STATE OF ILLINOIS BY DEED RECORDED OCTOBER 24, 1939 AS DOCUMENT NUMBER 12387124 AND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION (EXCEPT THAT PART IF ANY PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES) LYING SOUTH AND WEST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, THENCE NORTH ALONG THE WEST LINE OF SECTION 2, A DISTANCE OF 93.96 FEET FOR A PLACE OF BEGINNING, THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE OF SAID SECTION, A DISTANCE OF 50 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONVEX TO THE SOUTHWEST WITH A RADIUS OF 50 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 78.54 FEET TO A POINT ON A LINE TANGENT TO SAID CURVE, SAID POINT BEING 44.16 FEET NORTH OF MEASURED AT RIGHT ANGLES AT THE SOUTH LINE OF SAID SECTION, THENCE EASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 230.45 FEET MORE OR LESS TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AFORESAID, SAID POINT BEING 44.76 FEET NORTH OF MEASURED AT RIGHT ANGLES TO SAID SECTION AFORESAID) AND (EXCEPT THE NORTH 8 ACRES OF SAID WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 (AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

Document is



**EXHIBIT A
LEGAL DESCRIPTION**

THE SOUTH 123.50 FEET OF THE NORTH 135.50 FEET OF THE EAST 250 FEET OF THE WEST 564 FEET OF OUTLOT 'A' IN CANTERBURY GARDENS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1995, AS DOCUMENT NO. 16271151, IN COOK COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF OUTLOT A IN CANTERBURY GARDENS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1995, AS DOCUMENT NO. 16271151, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 135.50 FEET OF THE WEST 564 FEET OF SAID OUTLOT A, THENCE SOUTH 89 DEGREES 39 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 135.50 FEET OF SAID OUTLOT A, 250.00 FEET; THENCE NORTH 0 DEGREES 06 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 250 FEET OF THE WEST 564 FEET OF SAID OUTLOT A, 123.50 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 123.50 FEET OF THE NORTH 135.50 FEET OF SAID OUTLOT A, 250.00 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 564 FEET OF SAID OUTLOT A, 123.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



**EXHIBIT A
LEGAL DESCRIPTION**

That part of the Southwest Quarter of Section 18, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, which is described as follows:

Beginning at a point which is North 610.00 feet from a point on the South line of said Section, which is North 89 degrees 23 minutes East 40.00 feet from the Southwest corner of said Section, thence North along the last right of way line of Calumet Avenue, 110.00 feet, thence North 89 degrees 30 minutes 31 seconds East 135.00 feet; thence South 110.00 feet; thence South 89 degrees 30 minutes 31 seconds West, 135.00 feet to the point of beginning, also known as Lot 3, Calumet Center Subdivision, as shown in Plat Book 72, page 53, in Lake County, Indiana.



**EXHIBIT A
LEGAL DESCRIPTION**

Lot 1 in Two Fifty Three Subdivision, a subdivision of part of the Northwest 1/4 of Section 22, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

THE SOUTH 205.62 FEET OF THE NORTH 255.62 FEET OF THE EAST 100.00 FEET OF THE WEST 340.62 FEET, OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 8528867 BETWEEN PIZZA HUT OF AMERICA, INC., A DELAWARE CORPORATION AND TACO BELL, A CALIFORNIA CORPORATION AS AMENDED BY AGREEMENT RECORDED NOVEMBER 19, 1985 AS DOCUMENT 8528868 AND SECOND AMENDMENT TO AGREEMENT RECORDED DECEMBER 4, 1996 AS DOCUMENT NO. 96918051.



**EXHIBIT A
LEGAL DESCRIPTION**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J" AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1038 AS DOCUMENT NUMBER 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 26 MINUTES EAST ALONG SAID CENTER LINE 660.4 FEET; THENCE EASTERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT WHICH IS TANGENT TO THE LAST DESCRIBED COURSE 20.2 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF DUNHAM ROAD; THENCE NORTH ALONG SAID CENTER LINE OF DUNHAM ROAD, 300.25 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO SAID CENTER LINE OF DUNHAM ROAD, 205.48 FEET; THENCE NORTHERLY (ON A LINE WHICH WHEN EXTENDED SOUTHERLY, INTERSECTS THE CENTER LINE OF SAID STATE ROUTE NO. 64 AT A POINT WHICH IS 313.35 FEET NORTHEASTERLY, AS MEASURED ON A STRAIGHT LINE, FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID STATE ROUTE NO. 64 WITH THE CENTER LINE OF DUNHAM) 226.98 FEET TO A POINT ON A LINE DRAWN FROM THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DEED DATED DECEMBER 10, 1952 AND RECORDED DECEMBER 17, 1952 IN BOOK 1605, PAGE 197 AS DOCUMENT NUMBER 713387 TO A POINT ON THE EASTERLY LINE OF TRACT "B" OF THE PLAT OF SURVEY AFORESAID WHERE THE EASTERLY LINE OF SAID TRACT "B" ANGLES TO THE WEST; THENCE NORTH 75 DEGREES 15 MINUTES WEST ALONG SAID LINE, 113.09 FEET TO THE CENTER LINE OF DUNHAM ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 216.60 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WESTERLY 50 FEET, AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF DUNHAM ROAD), IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Lots 248 to 253 both inclusive (except that part of said Lots, if any, underlying part taken by condemnation for Addison Creek in case 60625, County of Cook County, Illinois) in William Zelosky's Terminal Addition to Westchester in the South Half of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. Excepting therefrom the following described part of the land taken in Condemnation Case 02L050837 Circuit Court of Cook County, that part of Lot 248 described as follows:

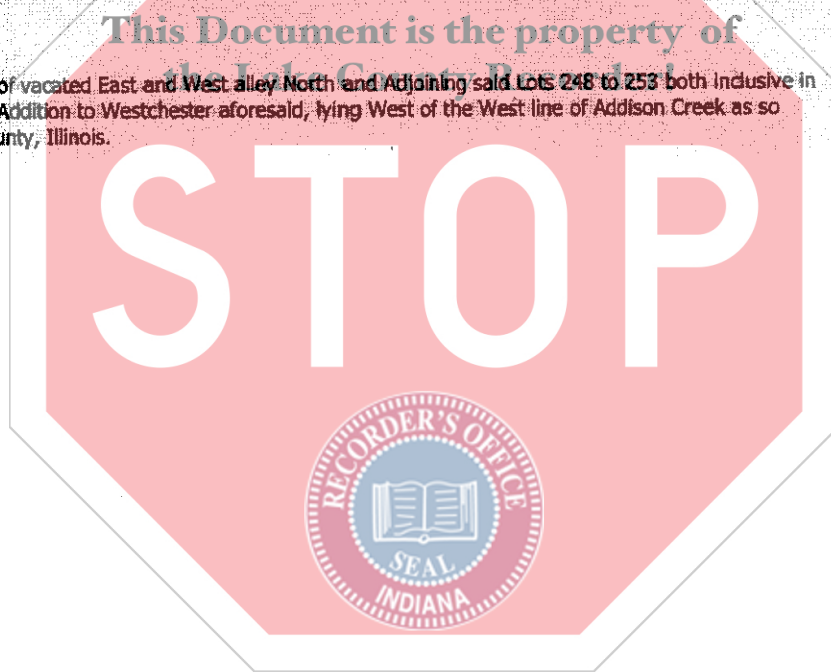
Beginning at the Southeast corner of said Lot 248; thence on an assumed bearing of South 87 degrees 28 minutes 22 seconds West along the Southerly line of said Lot 248 a distance of 8.73 feet; thence North 02 degrees 31 minutes 38 seconds West 15.00 feet; thence North 87 degrees 28 minutes 22 seconds East 8.85 feet to the East line of said Lot 248; thence South 02 degrees 04 minutes 48 seconds East along said Easterly line 15.00 feet to the point of beginning.

Also excepting therefrom those parts of Lots 248, 249 and 251, taken in Condemnation Case No. 02L050837 Circuit Court of Cook County, Illinois, described as follows:

Commencing at the Southwest corner of said Lot 248; thence on an assumed bearing of North 02 degrees 04 minutes 48 seconds West along the Easterly line of said Lot 248 a distance of 15.00 feet to the point of beginning; thence South 87 degrees 28 minutes 22 seconds West 8.85 feet; thence South 02 degrees 31 minutes 38 seconds East 15.00 feet to the Southerly line of said Lot 248; thence South 87 degrees 28 minutes 22 seconds West along said Southerly line of Lot 248 and along the Southerly line of Lots 249, 250 and 251 a distance of 70.00 feet; thence North 02 degrees 31 minutes 38 seconds West 20.00 feet; thence North 87 degrees 28 minutes 22 seconds East 78.89 feet to the Easterly line of said Lot 248; thence South 02 degrees 04 minutes 48 seconds East along said Easterly line 5.00 feet to the point of beginning.

Parcel 2:

The South 1/2 of that part of vacated East and West alley North and Adjoining said Lots 248 to 253 both inclusive in William Zelosky's Terminal Addition to Westchester aforesaid, lying West of the West line of Addison Creek as so condemned, all in Cook County, Illinois.



**EXHIBIT A
LEGAL DESCRIPTION**

OUTLOT A IN WESTBROOK COMMONS SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH 3/4 OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 86591122 RECORDED DECEMBER 10, 1986;

ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 29, THENCE NORTH 0 DEGREES 29 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 29 ALSO BEING THE CENTER LINE OF WOLF ROAD, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF SAID SOUTH WEST 1/4 OF SECTION 29 AND THE CENTER LINE OF WOLF ROAD, A DISTANCE OF 331.49 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 104.49 FEET TO A POINT OF CURVATURE, THENCE 47.12 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST WITH A RADIUS OF 30.00 FEET TO A POINT OF TANGENCY; THENCE DUE SOUTH 263.50 FEET TO A POINT OF CURVATURE; THENCE 47.12 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 30.00 FEET TO A POINT OF TANGENCY; THENCE DUE EAST 7.70 FEET TO A POINT OF CURVATURE; THENCE 16.25 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST WITH A RADIUS OF 15.00 FEET TO A POINT; THENCE DUE WEST 182.58 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 50.00 FEET TO THE DESCRIBED PARCEL, DEDICATED AS WOLF ROAD, ALL IN THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS.



EXHIBIT 'B'

PERMITTED TITLE EXCEPTIONS

Those exceptions to title that appear in Schedule B, Section 2 of the following Mortgagee's Title Insurance Policy issued by First American Title Insurance Company naming Bank of America, N.A. as insured:

<u>PROPERTY NAME</u>	<u>PROPERTY ADDRESS</u>	<u>POLICY NUMBER</u>
MUNSTER 5090	7949 Calumet Avenue, Munster, Lake County, IN 46321	1287795

