

portions of the Mortgaged Property for the purposes of occupying same. The Lender or its designee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Borrower or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Lender may desire. The Borrower will furnish to the Lender such financial statements and information as required under the Loan Agreement. The Borrower will also from time to time furnish to the Lender such other financial statements and information as the Lender may request.

1.13 Estoppel Affidavits. The Borrower, within ten (10) days after written request from the Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

1.14 Subrogation. The Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.15 Impairment of Security. Without limitation of any other provision hereof, the Borrower will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of the Lender; any such assignment made without the Lender's prior written consent shall be null and void and of no force and effect and the making thereof shall, at the option of the Lender, constitute an Event of Default under this Mortgage. Without limitation of the foregoing, the Borrower will not in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

1.16 Use of Mortgaged Property. The Borrower will not make, suffer or permit, without the prior written consent of the Lender, any use of the Mortgaged Property for any purpose other than that for which the same is used or intended to be used as of the date of this Mortgage.

1.17 Use of Proceeds.

(a) The Borrower represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Paragraph 4(1)(c) of Chapter 74 of the Illinois Revised Statutes, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said Paragraph 4(1)(c).

(b) All agreements between the Borrower and the Lender (including, without limitation, this Mortgage, the Note, the Loan Agreement, and any other documents securing the indebtedness secured hereby) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Lender exceed the highest lawful rate of interest

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