

7. Should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred thereby by Mortgagee, including reasonable counsel fees, shall thereupon become due and payable as a part of the debt secured hereby and may be recovered and collected hereunder.

8. In the event that all or any part of the mortgaged premises are taken by the exercise of the power of eminent domain, the award made as a result of such taking shall be first paid to Mortgagee, or its successors and assigns. Said award shall include as a part thereof the prepayment premium provided for in said Note as if such repayment were made pursuant to the prepayment provisions of said Note. In the event said award does not include said premium, then Mortgagor covenants and agrees to pay to Mortgagee, or its successors and assigns, the amount of such premium. Upon receipt of said award and said premium, if the same is not included in said award, Mortgagee, or its successors and assigns, will apply the same towards the reduction of the indebtedness evidenced hereby and the payment of said premium, refunding the excess thereof, if any, to Mortgagor. If such taking occurs during the first three loan years, as such loan years are defined in said Note, the amount of such premium shall be computed as if such taking had occurred during the fourth through seventh loan years. In addition to the foregoing, Mortgagor covenants and agrees to provide, at its sole cost, legal representation for Mortgagee, or its successors and assigns, in such condemnation proceedings and to pay all costs incurred by Mortgagee, or its successors and assigns, in such proceedings.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties hereto, that if Mortgagor shall well and truly pay, or cause to be paid, unto Mortgagee said sum of money, with interest thereon, according to the true intent and meaning of said Note, and if all the covenants and agreements herein be performed as herein specified, then this Mortgage shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

The covenants, agreements and conditions hereof shall be binding upon Mortgagor and its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed this 20th day of December, 1968.

J. B. C. REALTY CORP., an Illinois corporation,

ATTEST:

*Beth Akers*  
*Beth Akers* Secretary

BY *John B. Cohen*  
 President

Signed, sealed and delivered  
 in the presence of:

*Paul Homan*  
*Sylvia Bennett*