Doc#: 0628426175 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 10/11/2006 03:33 PM Pg: 1 of 11

Above Space for Recording Purposes

0/06/292 50 \$

IS INSTRUMENT! REPARED BY AND AFTER RECORDING RETURN TO:

Douglas S. Robson, Esquire Handler, Thayer & Duggan, LLC 191 N. Wacker Dr., 23rd Floor Chicago, Illinois 60606

THIS MORTGAGE (the "Junior Mor gage") is given on October 10, 2006. The mortgagor is ENVIRONS DEVELOPMENT HAR FLAND PARK, LLC, an Illinois Limited Liability Company, (the "Borrower"). This Junior Mortgage is given to SERENITY INVESTMENTS, LLC, an Alaska limited liability company (together with its successors and assigns hereinafter collectively referred to as the "Lender"), at 315 North Euclid Avenue, Oak Park, Illinois 60302. Borrower owes Lender the principal sum of \$600,000.00 This debt is evidenced by Borrower's note dated the same date as this Junior Mortgage (the "Promissory Note"), which provides for annual interest payments, with the full debt, if not paid earlier, due and payable on or before the Maturity Date as defined in the Promissory Note. This Junior Mortgage secures to Lender (a) the repayment of the debt evidenced by the Promissory Note, with interest, and all renewals, extensions, and modifications of the Promissory Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums, with interest, advanced under paragraph 7 below to protect the security of all other sums.

SEE EXHIBIT A FOR LEGAL DESCRIPTION

which has the address of: 2701, 2705, 2709, 2711, 2726, 2730, 2753, 2757, 2759, 2761, and 2765 Hartland Court, Chicago, Illinois.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Junior Mortgage. All of the foregoing is referred to in this Junior Mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Near North National Title 222 N. LaSalle Chicago, IL 60601

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- 1. Senior Mortgage. Borrower has executed and delivered to Chicago Community Bank that certain first mortgage executed by Borrower in favor of Chicago Community Bank, recorded with the Recorder of Deeds of Cook County, Illinois ("Senior Mortgage"); (collectively, the "Senior Loan Documents"). Lender acknowledges that this Junior Mortgage is junior and subordinate to any debt of the Borrower that has been secured, or will in the future be secured, from Chicago Community Bank, its successors and or assigns. Lender agrees to cooperate with Borrower and Chicago Community Bank and to execute any documents reasonably requested by the Borrower to effectuate the subordination of this mortgage to all such mortgages with Chicago Community Bank whether originated now or in the future no matter what amount.
- (A) Borrower's Covenants with Respect to Senior Instruments. Borrower covenants and agrees to comply with all of the terms and provisions of the Senior Note, Senior Mortgage and Senior from Documents (collectively, "Senior Instruments"). If Borrower shall default in the performance of any term or provision contained in this Junior Mortgage or in the Promissory Note, the owner or holder of the Promissory Note may, but shall not be obligated to, pay any principal or interest due under the Senior Note or any of the Senior Instruments. To the extent the owner and holder of the Promissory Note pays any installment of principal or interest or any other sums due under the Senior Note or the Senior Instruments, the said owner and holder shall become entitled to a lies, on the Property covered by this Junior Mortgage and by the Senior Instruments, equal in rank and priority to the Senior Instruments, and in addition to the extent necessary to make effective such rank and priority (a) the Borrower shall become subrogated to receive and enjoy all of the rights liens, powers and privileges granted to the Lender under the Senior Instruments and (b) the Senior Instruments shall remain in existence for the benefit of and to further secure the debt and other sums secured, or hereafter to become secured hereunder.

Borrower shall give Lender a copy of all notices given Borrower with respect to any of the Senior Instruments within five (5) days after receiving such notice.

Borrower may, without the written consent of Lender, enter into any modification, extension, amendment, agreement, additional notes or ruo tgages or arrangement in connection with any of the Senior Note, Senior Mortgage or other Senior Loan Documents or with Chicago Community Bank.

Default Under Senior Instruments; Lender's Right to Cure. In the event Borrower is declared by the holder of the Senior Instruments to be in default with respect to any requirement of any of the Senior Instruments, Borrower agrees that said default shall constitute a Default hereunder. Upon the occurrence of such Default, in addition to any other rights or remedies available to Lender, Lender may, but need not, make any payment or perform any act required to cure or attempt to cure any said default under any of the Senior Insuraments in any manner and form deemed expedient by Lender. Lender shall not be responsible for determining the validity or accuracy of any claim of default made by the Lender under the Senior Instruments and the payment of any sum by Lender in curing or attempting to cure any alleged default or omission shall be presumed conclusively to have been reasonable, justified and authorized. Borrower hereby grants to Lender an irrevocable power of attorney, which power of attorney is coupled with an interest, for the term of this Junior Mortgage to cure any default or forfeiture which may occur under the Senior Mortgage. Borrower further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Junior Mortgage if requested by Lender. All monies paid by Lender in curing any default under the Senior Instruments, including attorneys' fees and cost in connection therewith, shall bear interest from the date or dates of such payment at the Default Rate set forth in the Promissory Note (hereinafter the "Default Rate"), shall be paid by Borrower to Lender on demand, and shall be deemed a part of the Indebtedness and recoverable as such in all respects. Any inaction on the part of the Lender shall not be construed as a waiver of any right accruing to Lender on account of any Default hereunder.

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- (C) Lender's Right to Prepay Senior Note. In the event of a Default hereunder, Lender may prepay the entire balance due under the Senior Note, and any prepayment fee or penalty incurred by Lender in connection with such prepayment shall bear interest from the date of such payment at the Default Rate, shall be paid by Borrower to Lender upon demand, and shall be deemed a part of the Indebtedness and recoverable in all respects.
- 2. <u>Payment of Principal and Interest; Prepayment and Late Charges</u>. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Promissory Note and any prepayment and late charges due under the Promissory Note.
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 above shall be applied: (a) first, toward payment of all late charges due and owing; (b) next, toward payment of interest which has accrued on the outstanding principal balance of the Promissory Note and which is due and payable; (c) next, toward payment of other fees and sums due to Lender pursuant to the Promissory Note; and (d) last, toward payment of the outstanding principal balance of the Promissory Note.
- 4. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Junior Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lies that has priority over this Junior Mortgage unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings that in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Junior Mortgage. If Lei der determines that any part of the Property is subject to a lien that may attain priority over this Junior Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within ten days of the giving of notice.

5. <u>Hazard or Property Insurance</u>. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7 below.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard junior mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not

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economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Junior Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Junior Mortgage, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 2 above or change the amount of the payments. If under paragraph 20 below the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Junior Mortgage immediately prior to the acquisition.

- 6. Preser/ation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good-faith judgment could result in forfeivre of the Property or otherwise materially impair the lien created by this Junior Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 17 below, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good-faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Junior Mortgage or Lender's security interest. Borrower snall also be in default if Borrower, during the loan application process, gave materially false or maccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Promissory Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence If this Junior Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Portower fails to perform the covenants and agreements contained in this Junior Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Junior Mortgage, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Junior Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Note Rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. <u>Inspection</u>. Lender or its agent may make reasonable entries on and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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9. <u>Condemnation</u>. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Junior Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Junior Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Junior Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Junior Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Junior Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 2 above or change the amount of sucr payments.

- 10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Junior Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Junior Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Junior Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 below. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Junior Mortgage but does not execute the Promissory Note (a) is co-signing this Junior Mortgage only to mortgage, grant, and convey that Borrower's interest in the Property under the terms of this Junior Mortgage; (b) is not personally obligated to pay the sums secured by this Junior Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Junior Mortgage or the Promissory Note without that Borrower's consent.
- 12. Loan Charges. If the loan evidenced by the Promissory Note and secured by this Junior Mortgage is subject to a law that sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected

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from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

- 13. Notices. Any notice to Borrower provided for in this Junior Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Junior Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Junior Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Junior Mortgage or the Promissory Note conflicts with applicable law, such conflict shall not a feet other provisions of this Junior Mortgage or the Promissory Note that can be given effect without the conflicting provision. To this end the provisions of this Junior Mortgage and the Promissory Note are declared to be severable.
- 15. <u>Borrower's Copy</u>. Porrower shall be given one conformed copy of the Promissory Note and of this Junior Mortgage
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all of the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of aii sums secured by this Junior Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Junior Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Junior Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Junior Mortgage without further notice or demand on Borrower.

In the event that part of the property is sold, Lender agrees to sign a partial release of this mortgage releasing the portion being sold. From said sale proceeds, the Portower shall pay to the Lender one half of the net proceeds from any such sale released to the Borrower. Net proceeds shall be calculated after payment of other liens, construction costs, and customary fees and closings costs and payment of amounts required (principal and interest) by the Senior Lender under the Senior Mortgage(s), it being acknowledged by the parties that the Senior Mortgage has the right to receive the entire proceeds.

17. <u>Borrower's Right To Reinstate</u>. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Junior Mortgage discontinued at any time prior to the earlier of (a) five days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Junior Mortgage; or (b) entry of a judgment enforcing this Junior Mortgage. Those conditions are that Borrower (a) pays Lender all sums that then would be due under this Junior Mortgage and the Promissory Note

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as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Junior Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Junior Mortgage, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Junior Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Junior Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in case of acceleration under paragraph 16 above.

- 18. <u>Sale of Promissory Note</u>: <u>Change of Loan Servicer</u>. The Promissory Note or a partial interest in the Promissory Note (together with this Junior Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Promissory Note and this Junior Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Promissory Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also cortain any other information required by law.
- 19. <u>Hazardous Substances</u>. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hezardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all such remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction in which the Property is located that relate to health, safety, or environmental protection.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Junior Mortgage (but not prior to acceleration under paragraph 16 above unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Junior Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Junior Mortgage without further demand and may foreclose this Junior Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in

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pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 21. Assignment of Rents. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 20 hereof or abandonment of the Property, have the right to collect the rents as they become due and payable. Upon acceleration under paragraph 20 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed the court to enter upon and take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of costs related to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, then to the sums secured by this Junior Mc. to age. The receiver shall only be liable to account for rents actually received. Any Assignment of Rents will be subordinate to the rights that the Senior Lender, Chicago Community Bank, may have
- 22. Release. Upon payment of all sums secured by this Junior Mortgage, Lender shall release this Junior Mortgage without charge to Borrower except for recordation costs.
 - 23. Recourse. This is a full recourse obligation of the Borrower.
- **24.** Waiver of Homest ad. Borrower waives all right of homestead exemption in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Junior Mortgage and in any rider(s) executed by Borrower and recorded with it.

ENVIRONS DEVELOPMENT HARTLAND PARK, LLC

Environs Development Holdings, LLC

Kenneth F. Brinkman, Member of Member

LENDER:

SERENITY INVESTMENTS, LLC

By:

Steplen G. Schuler, President of Manager

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MY COMMISSION EXPIRES:08/07/08

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State of ILLINOIS County of COOK I, The way and state do hereby certify that Kenneth F. Brinkman, as Member of Member, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and having represented that she has been authorized to execute such instrument on behalf of Environs Development-Hartland Park, LLC appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein forth. Given under my hand and official seal, this way of October 1, 2006. My Commission Expires: OFFICIAL SEAL THOMASINE JOHNSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 04/21/08
NOTARY PUBLIC-STATE OF ILLINOIS MY COMMISSION EXPIRES.042108 State of ILLINOIS County of COOK I, EMM 2 Custopedo, a Notary Public in and for said county and state do hereby certify that Stephen G. Schuler, as President of Manager, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and having represented that she has been authorized to execute such instrument on behalf of Sepanity Investments, LLC appeared before me this day in person, and acknowledged that she sign and delivered the said instrument as her free and voluntary act, for the uses and purposes therein forth. Given under my hand and official seal, this day of Sepanity Investments and instrument as her free and voluntary act, for the uses and purposes therein forth.
My Commission Expires: OFFICIAL SEAL EMMA CUADRADO NOTARY PUBLIC - STATE OF ILLINOIS

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EXHIBIT A

TO MORTGAGE

THE PROPERTY

LEGAL: See attached

PERMANENT INDEX NUMBERS:

2726-2730 and 2653-2711 Hartland Court, Chicago, Illinois

7 + 14.30-403-165