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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0822035140 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/07/2008 09:13 AM Pg: 1 of 16

Property of Cook County Clerk's Office

844 2815 AS D2 2/13

The property identified as: **PIN:** 17-09-220-017-0000

Address:

Street: 16 W. Erie

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: Brickyard Bank

Borrower: North Star Trust Comany, as Trustee Under Trust # 08-11309

Loan / Mortgage Amount: \$2,000,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/10 et seq. because it is commercial property.

Box 400-CTCC

Certificate number: F64FE328-B254-4007-A6F0-F7760B3E54D6

Execution date: 07/31/2008

16
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This instrument was prepared
by and after recording
return to:

Mark M. Anderson, Esq.
O'Halloran Kosoff Geitner & Cook, LLC
650 Dundee Road, Suite 475
Northbrook, Illinois 60062

MORTGAGE

THIS MORTGAGE is effective this 31st day of July, 2008, by and between North Star Trust Company, not personally but solely as Trustee under Trust Agreement dated July 28, 2008 and known as Trust Number 08-11309 with a place of business located at 500 West Madison Street, Suite 3150, Chicago, Illinois 60661 (hereinafter referred to as "Mortgagor"), and Brickyard Bank, an Illinois banking corporation, with its place of business located at 6676 North Lincoln Avenue, Lincolnwood, Illinois 60712 (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, to secure the payment of an indebtedness in the amount of Two Million and no/100 Dollars (\$2,000,000.00), to be paid with interest thereon, evidenced by a certain Promissory Note (Secured) made by Mortgagor on the date hereof, together with any amendments, modifications, extensions, renewals, or replacements thereof (herein referred to as the "Note"), the Mortgagor hereby mortgages, conveys, transfers and grants unto Mortgagee, its successors and assigns forever, the real estate and all improvements thereon situated in the City of Chicago, County of Cook, State of Illinois (hereinafter referred to as the "Mortgaged Property" or "Premises") and legally described in Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with all buildings, and improvements now or hereafter thereto belonging upon the Mortgaged Property or any part thereof and all fixtures now or hereafter installed thereon, including but not limited to all lighting, cooling, ventilating, air conditioning, plumbing, sprinklers, communications electrical systems and the equipment pertaining thereto, together with the rents, issues, profits and leases of the Mortgaged Property and the other property described in Exhibit "B" attached hereto and by this reference made a part hereof (collectively the "Additional Collateral").

TO HAVE AND HOLD the premises unto said Mortgagee, its successors and assigns, forever, for the purposes and uses set forth herein.

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I. MORTGAGOR COVENANTS

Mortgagor represents to and covenants with Mortgagee that Mortgagor holds fee simple title to the Mortgaged Property, free and clear of any and all liens and encumbrances (other than the permitted title exceptions shown on the title policy that is issued to Mortgagee at the closing), and Mortgagor has the power and authority to mortgage the Mortgaged Property.

The Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The Mortgagor shall refrain from and shall not permit the commission of waste in or about the Mortgaged Property and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Property without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed, except as hereinafter otherwise provided. Mortgagor covenants and agrees that in the ownership, operation and management of the Premises, Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions. If this Mortgage is on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Mortgagee shall have the right at any time during regular business hours and upon reasonable prior written notice to Mortgagor (except in cases of emergency where no notice is required), and from time to time, to enter the Premises for the purpose of inspecting the same.

II. INSURANCE

Mortgagor shall at all times keep the Mortgaged Property, including all buildings, improvements, fixtures and articles or personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, including without limitation: (a) if there are tenants under leases at the Premises, rent or business loss insurance at the rate per month and for the period reasonably specified from time to time by Mortgagee; (b) if the Premises are located in a flood hazard district flood insurance whenever in the opinion of the Mortgagee such protection is necessary and available; and (c) such other insurance as Mortgagee may from time to time reasonably require. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmen's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, with mortgage clauses attached to all insurance policies other than policies for worker's compensation coverage in favor of and in form satisfactory to Mortgagee, including a provision requiring the coverage evidenced thereby shall not be terminated without thirty (30) days prior written notice to Mortgagee (except in the case of non payment of premiums, such policies may be cancelled upon ten (10) days prior written notice to Mortgagee). Mortgagor shall deliver a true and

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correct copy all policies or certificates of insurance, including additional and renewal policies and certificates of insurance, to Mortgagee, and, in the case of insurance about to expire, shall deliver a true and correct copy of all renewal policies or certificates of insurance, not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form of contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance.

In the event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall be applied by Mortgagor and Mortgagee to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale subject, however, to the approval of the applicable insurance companies. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time (but not more than once in any year), evidence of the replacement value of the Premises.

If the Mortgagor fails to keep the Mortgaged Property insured in accordance with the requirements of the loan documents delivered to Mortgagee in connection with the loan evidenced by the Note (collectively the "Loan Documents"), the Mortgagee shall have the right, at its option, to provide for such insurance and pay the premiums thereof and any amounts paid thereon by the Mortgagee shall bear interest at the Default Rate (as herein defined) from the date of payment.

III. PAYMENT OF TAXES AND ASSESSMENTS

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Premises of any nature whatsoever when due, and shall furnish to Mortgagee upon its written request duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. With respect to any tax or assessment which Mortgagor may desire to contest, Mortgagor shall pay such tax or assessment in full under protest in order to prevent a default under this Mortgage on account thereof.

IV. FUNDS FOR TAXES AND INSURANCE

Mortgagor shall pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and installments of the premiums that will become due and payable to renew the insurance herein above provided; said installments to be substantially equal and to be in

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such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund but interest shall accrue or be paid at least annually to Mortgagor or its beneficiaries. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount toward said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. The foregoing terms and provisions to the contrary notwithstanding, Mortgagee hereby reserves the right in its discretion to waive the requirement of a real estate tax escrow, provided that no "Event of Default" occurs hereunder and provided further that Mortgagor has paid all of the real estate taxes assessed or imposed against the Premises in a timely manner.

V. PROTECTION OF LENDER'S SECURITY

If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

VI. REIMBURSEMENT FOR MORTGAGEE LEGAL EXPENSE

In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the Premises, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

VII. FINANCIAL STATEMENTS AND ACCESS TO MORTGAGED PROPERTY

Throughout the term of the Mortgage, the Mortgagor shall cause to be furnished to Mortgagee annual financial statements and tax returns of Mortgagor, and the following information on the Mortgaged Property: (a) monthly operating statements; (b) annual rent roll (updated when

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changes in such rent roll take place); and (c) true and complete copies of all leases and amendment modifications, assignments and renewals of such leases. The Mortgagor shall also cause to be furnished to Mortgagee such other financial information concerning the Mortgagor and the Mortgaged Property as the Mortgagee may reasonably request from time to time, the reasonably free access to the Mortgaged Property, the right to inspect all work done and materials furnished in connection with the Mortgaged Property, and the right to inspect all books, records and contracts of the Mortgagor relating to the Mortgaged Property.

VIII. CONDEMNATION

If all or any part of the Mortgaged Property is damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all expenses, including reasonable costs and attorney's fees, to the restoration or repair of the property damaged, if the property can be restored or repaired to constitute a complete architectural unit. In the event the said property cannot be restored or repaired to constitute a complete architectural unit, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, and any accrued but unpaid interest or other amounts due Mortgagee under the Note or this Mortgage, irrespective of whether such principal balance, interest or other amounts are then due and payable, and any excess award or monies shall be paid to Mortgagor. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable.

IX. EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" for purpose of this Mortgage:

- (A) Failure to make prompt payment, when due, of any payment of principal or interest under the Note, or any amendments, modifications, renewals, extensions or replacements of any of the Note, and such failure continues for ten (10) days after written notice from Mortgagee to Mortgagor;
- (B) Failure to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in the Note, this Mortgage or any other Loan Document and such failure continues for thirty (30) days after written notice from Mortgagee to Mortgagor, provided, however, in the event that such failure cannot be cured within such thirty (30) day period, Mortgagor shall have up to a total of sixty (60) days from the date of written notice from Mortgagee to complete such cure provided that it exercises due diligence in doing so;

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- (C) Any sale, agreement, transfer, lease, agreement to transfer, grant of security interest, mortgage, or other encumbrance or alienation of any interest in the Mortgaged Property (other than a transfer by any tenant of a leasehold interest in a portion of the Mortgaged Property) without the prior written consent of Mortgagee.
- (D) The commencement of any petition in Bankruptcy, whether voluntary or involuntary, by or against Mortgagor or Co-Borrower or if Mortgagor or Co-Borrower is adjudicated bankrupt or insolvent or files any petition or answer seeking restoration, assignment, composition, liquidation or similar relief under the present or any future Federal or state law or seeks or covenants to acquiesce in the appointment of any trustee, receiver, or similar officer of the Mortgagor, regarding the Mortgaged Property (provided, however, that Mortgagor shall have ninety (90) days to cause an involuntary petition for bankruptcy or insolvency to be dismissed).
- (E) Any "Event of Default" has occurred under the Note that has not been cured within any applicable grace period.

X. ACCELERATION AND DEFAULT RATE

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to the Mortgagor. Then, at any time thereafter, at the sole option of the Mortgagee, the principal balance and accrued interest on the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest, after acceleration, at the Default Rate, which shall mean the interest rate stated in the Note plus five percent (5%) per annum, and shall constitute additional indebtedness secured by this Mortgage. After any such Event of Default, Mortgagee may institute or cause to be instituted, proceedings for the realization of its rights under this Mortgage or any other Loan Documents.

XI. RIGHTS, POWERS AND REMEDIES OF MORTGAGEE

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee may at its election:

- (A) Foreclose this Mortgage by legal action, as provided by Illinois statutes.
- (B) Enter upon and take possession of the Mortgaged Property with the irrevocable consent of Mortgagor as granted and evidenced by execution of this Mortgage. As Mortgagee in possession, Mortgagee may hold, operate, manage and control the Mortgaged Property and conduct business, if any, either personally or by its agents. The Mortgagee may collect rents and lease the Mortgaged Property and generally exercise all powers and rights customarily incident to ownership. Mortgagee may pay out of any rents collected, taxes, insurance, conversions, fees and any expenses attributable to the Mortgaged Property.

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- (C) Upon, or at any time after the filing of a complaint or petition to foreclose this Mortgage, the Mortgagee may apply to the court for appointment of a receiver of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of the foreclosure suit up to and after any sale of the Mortgaged Property. The court may authorize the receiver to apply net income from management and control of the Mortgaged Property in whole or in part to the indebtedness secured hereby or to any tax or special assessment which may be or become superior to the lien hereof.

XII. ADDITIONAL REMEDIES OF MORTGAGEE

(A) Mortgagor hereby waives the benefit of all appraisement, valuation, stay, or extension laws now or hereafter in force and all rights or marshaling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein.

(B) Mortgagor hereby waives the benefit of any rights or benefits provided by the homestead exemption laws, if any, now or hereafter in force.

XIII. MORTGAGEE'S RIGHT OF INSPECTION

Mortgagee and/or its representative shall have the right to inspect the Mortgaged Property at all reasonable times upon prior written notice to Mortgagor and access thereto shall be permitted for that purpose.

XIV. FURTHER INSTRUMENTS

Upon request of Mortgagee, Mortgagor will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage. Upon full payment of all amounts due under the Note, Mortgagee will execute, acknowledge and deliver to Mortgagor a release of this Mortgage in recordable form.

XV. NOTICES

Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Mortgagor: North Star Trust Company, as Trustee under
Trust No. 08-11309 dated July 28, 2008
500 West Madison Street, Suite 3150
Chicago, Illinois 60661

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Copy to: Rachell Horbenko
7527 North Seeley Avenue, Suite 1
Chicago, Illinois 60645

Mortgagee: Brickyard Bank
Attention: Robert A. Clausen
6676 North Lincoln Avenue
Lincolnwood, Illinois 60712

Copy to: O'Halloran Kosoff Geitner & Cook, LLC
Attention: Mark M. Anderson
650 Dundee Road, Suite 475
Northbrook, Illinois 60062

XVI. SUCCESSORS AND ASSIGNS

This Mortgage and all provisions hereof shall run with the Mortgaged Property and shall be binding upon and enforceable against Mortgagor and its permitted successors, grantees and assigns, any subsequent owner or owners of the Premises who acquire the Premises subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. The Mortgagor shall not assign its interest without the prior written consent of the Mortgagee.

XVII. ENVIRONMENTAL MATTERS

(A) The Mortgagor hereby represents and warrants to the Mortgagee that neither the Mortgagor, nor any of their affiliates or subsidiaries, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of in, under or at the Premises or any part thereof, and that the Premises has never been used by the Mortgagor, or any other affiliates or subsidiaries, or, to the best of the Mortgagor's knowledge, by any other person or entity, as a temporary or permanent dump site or a storage site for any Hazardous Material (except that Hazardous Material may be stored on the Mortgaged Property in accordance with all applicable "Environmental Laws," as hereinafter defined). "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any co-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule regulation, order of decree regulating, relating to or imposing liability or standards on conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

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(B) Without limitation on any other provision hereof, the Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever that are actually incurred by Mortgagee, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards on conduct concerning any Hazardous Material, that results in any loss liability, damage, injury, cost, expense or claim that is paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of the Mortgagor: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any Hazardous Material from (a) the Premises or any part thereof, or (b) any other real property in which the Mortgagor or any of their affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the beneficiary of any of its affiliates or subsidiaries), or (ii) any liens against the Premises permitted or imposed by environmental laws, or any actual or asserted liability or obligations of the Mortgagor or any of their affiliates or subsidiaries under any environmental laws, or (iii) any actual or asserted liability or obligations of the Mortgagor or any of its affiliates or subsidiaries under any environmental law relating to the Premises.

(C) The Mortgagor hereby agrees to comply with all applicable environmental laws, rules and regulations related to hazardous wastes, materials and substances.

(D) The Mortgagor hereby agrees to notify the Mortgagee, in writing, immediately after the Mortgagor has notice of the release of any hazardous waste, material or substances onto the Mortgaged Property and to take prompt and diligent remedial action.

XVIII. REMEDIES CUMULATIVE

The rights and remedies herein provided are cumulative and Mortgagee may recover judgment on the Note, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of Illinois.

XIX. INCORPORATION OF UNIFORM COMMERCIAL CODE

To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party (as said term is defined in the Uniform Commercial Code).

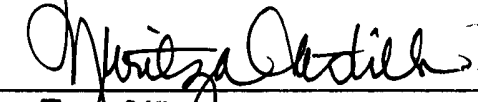
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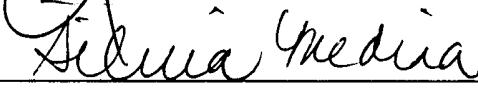
WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed, effective as of the day and year first above written.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

MORTGAGOR:

North Star Trust Company, not personally but solely as Trustee under Trust Agreement dated July 28, 2008 and known as Trust No. 08-11309

By: 
Its: **Trust Officer**

By: 
Trust Officer

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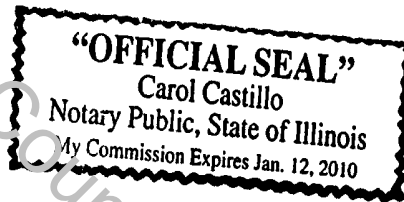
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a notary public in the county and state set forth above, hereby certifies that _____ the **Trust Officer** of North Star Trust Company, appeared before me this day and acknowledged that he/she executed the foregoing instrument as his/her free and voluntary act as the _____ of such trust and as the free and voluntary act of such trust.

Dated: July 31, 2008



Notary Public



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EXHIBIT "A"
TO
MORTGAGE

LEGAL DESCRIPTION OF PROPERTY

LOT 9 (EXCEPT THE WEST 6 INCHES THEREOF) IN HIGGINS AND STROTHERS' SUBDIVISION OF LOTS 3, 4, 5, 12, 13, 14 AND THE EAST ½ OF LOTS 6 AND 11 IN BLOCK 25 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 16 West Erie Street
Chicago, Illinois 60610

Parcel Number: 17-09-220-017-0000

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EXHIBIT "B" TO MORTGAGE

DESCRIPTION OF ADDITIONAL COLLATERAL

1. Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Mortgaged Property, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Mortgaged Property or said improvements, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are herein referred to collectively as the "Improvements");

2. Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Premises (hereinafter defined), and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Premises, any construction undertaken in or on the premises, any trade, business or other activity (whether or not engaged in for profit) for which the Premises are used, the maintenance of the Premises or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located in or on the Premises or located elsewhere for purposes of fabrication, storage or otherwise including (without limitation) all rights under and to the escrow account(s), if any, established and maintained pursuant to the attached Mortgage;

3. Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Premises (or any portion thereof) and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor related to the Premises (or any portion thereof) (all of the foregoing is herein referred to collectively as the "Intangibles");

4. Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Premises (or any portion thereof) (all of the foregoing is herein collectively called the "Rents");

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5. Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises (or any portion thereof), and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

6. Plans. All rights of the Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction in or on the Premises (all of the foregoing is herein called the "Plans");

7. Contracts for Construction or Services. All rights of the Mortgagor under any contracts executed by the Mortgagor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Premises, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

8. Other Property. All other property or rights of the Mortgagor of any kind or character related to the Mortgaged Property or the Improvements, and all proceeds (including insurance proceeds) and products of any of the foregoing. (All of the Mortgaged Property and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

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ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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