



1116431069

## Illinois Anti-Predatory Lending Database Program

Doc#: 1116431069 Fee: \$102.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2011 04:33 PM Pg: 1 of 34

### Certificate of Exemption

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN: 16-23-321-035-0000**

**Address:**

**Street:** 3748 WEST OGDEN AVENUE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60623

**Lender:** IMPACT VI CDE 5 LLC

**Borrower:** LAWNSDALE CHRISTIAN HEALTH CENTER

**Loan / Mortgage Amount:** \$11,020,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77170 et seq. because it is commercial property.

**Certificate number:** 1EA0E3F9-1ABF-4540-84BB-4FBA229728D7

**Execution date:** 05/05/2011

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**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

NIXON PEABODY LLP  
401 9<sup>th</sup> Street N.W., Suite 900  
Washington, DC 20004  
Attention: Gregory N. Doran, Esq.

**For Recorder Use Only**

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**Mortgage, Security Agreement and Fixture Filing**

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## Mortgage, Security Agreement and Fixture Filing

Dated as of: May 5, 2011

Mortgagor: Lawndale Christian Health Center, an Illinois nonprofit corporation

Address: 3860 W. Ogden Avenue, Chicago, Illinois 60623

Lender: Impact VI CDE 5 LLC, a Delaware limited liability company

Address: 2011 Crystal Drive, Suite 800, Arlington, Virginia 22202

Loan: Eleven Million Twenty Thousand and No/100 Dollars (\$11,020,000.00)

Premises: 3748 West Ogden Avenue, Chicago, Illinois 60623

County: Cook County, Illinois

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***Record and  
Return to:***

NIXON PEABODY LLP  
401 9<sup>th</sup> Street, N.W., Suite 900  
Washington, D.C. 20004  
Attention: Gregory N. Doran, Esq.

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## MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

**THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING** (this "Mortgage") dated as of the 5th day of May, 2011, is given by **LAWNDALE CHRISTIAN HEALTH CENTER**, an Illinois nonprofit corporation, having its principal office and place of business located at 3860 W. Ogden Avenue, Chicago, Illinois 60623 ("Mortgagor"), to and for the benefit of **IMPACT VI CDE 5 LLC**, a Delaware limited liability company, having its principal office at 2011 Crystal Drive, Suite 800, Arlington, Virginia 22202 (the "Lender").

### RECITALS:

WHEREAS, Borrower is the fee simple owner of the Premises described in Exhibit A annexed hereto and made a part hereof ("Exhibit A");

WHEREAS, Borrower has entered into that certain Loan Agreement (as such term and other capitalized terms used herein are defined below) with the Lender, dated of even date herewith whereby Lender has agreed to make a Loan in the amount of Eleven Million Twenty Thousand and No/100 Dollars (\$11,020,000.00) (the "Original Loan Amount") to Borrower; and

WHEREAS, Borrower has borrowed the Original Loan Amount pursuant to the Loan Agreement and as evidenced by the Notes obligating Borrower to repay the Original Loan Amount together with all interest accrued thereon. Capitalized terms not defined herein shall have those meanings ascribed to them in the Loan Agreement.

### CERTAIN DEFINITIONS

Borrower and Lender agree that the following terms shall have the meanings herein specified:

"Borrower" means Lawndale Christian Health Center, an Illinois nonprofit corporation.

"Chattels" means all supplies, furniture, fixtures, fittings, appliances, apparatus, equipment, machinery, building materials, inventory and articles of personal property and replacements thereof owned by Borrower, now or at any time hereafter affixed to, attached to, placed upon, located within or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Premises or the Improvements, together with any proceeds realized from the sale, transfer or conversion of any of the above.

"Default Rate" means a rate equal to five (5%) percent in excess of the applicable rate specified in the Notes, but in no event higher than the maximum rate allowed by applicable law.

"Environmental Law" means any and all applicable federal, state, regional, county or local laws, statutes, rules, regulations, ordinances, decrees or orders concerning public health, safety or the environment, whether now existing or hereafter enacted or promulgated, (i) including, without limitation: (A) the Comprehensive Environmental Response, Compensation

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and Liability Act of 1980 (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC Section 9601, *et seq.*, (B) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 USC Section 6901, *et seq.*, (C) the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC Section 1251, *et seq.*, (D) the Toxic Substances Control Act of 1976, 15 USC Section 2601, *et seq.*, (E) the Emergency Planning and Community Right-to-Know Act of 1986, 42 USC Section 11001, *et seq.*, (F) the Clean Air Act of 1966, as amended, 42 USC Section 7401, *et seq.*, (G) the National Environmental Policy Act of 1975, 42 USC Section 4321, (H) the Rivers and Harbors Act of 1899, 33 USC Section 401, *et seq.*, (I) the Endangered Species Act of 1973, as amended, 16 USC Section 1531, *et seq.*, (J) the Occupational Safety and Health Act of 1970, as amended, 29 USC Section 651, *et seq.*, (K) the Safe Drinking Water Act of 1974, as amended, 42 USC Section 300(f), *et seq.*, (L) all rules, regulations and guidance documents promulgated or published under the foregoing laws, and (M) any state, regional, county or local statute, law, rule, regulation, ordinance, decree or order relating to or imposing liability or standards of conduct concerning public health, safety or the environment; and (ii) including, without limitation, those relating to (A) releases, discharges, emissions or disposals into air, water, land or groundwater; (B) the withdrawal or use of groundwater, (C) the use, handling or disposal of polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde, (D) the treatment, storage, disposal or management of hazardous substances (including petroleum, its derivatives, by-products or other hydrocarbons) and any other solid, liquid or gaseous substance, exposure to which is prohibited, limited or regulated or may or could pose a hazard to the health and safety of the occupants of the Premises or the property adjacent to or surrounding the Premises, and (E) the exposure of persons to toxic, hazardous or other controlled, prohibited or regulated substances, and (F) the transportation, storage, disposal, management or release of gaseous or liquid substances and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

“Events of Default” means the events and circumstances described as such in Section 2.01 hereof.

“Hazardous Materials” means gasoline, petroleum products (including its derivatives, by-products or other hydrocarbons), flammable explosives, radioactive materials, mycotoxin, asbestos (including asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite) or any material containing asbestos, polychlorinated biphenyls, and any hazardous, toxic or dangerous waste, substance or material defined as such, or as a Hazardous Substance or any similar term, in the Environmental Laws, including, without limitation: (i) materials listed in Section 101(14) of “CERCLA” (as defined above); (ii) any “hazardous substance” defined as such in (or for purposes of) CERCLA, 42 USC Section 9601(14), as amended from time to time, or any so-called “superfund” or “superlien” law, including the judicial interpretation thereof; (iii) any “pollutant or contaminant” as defined in 42 USC Section 9601(33); (iv) any material now defined as “hazardous waste” pursuant to 40 C.F.R. Part 260, (v) any petroleum, including crude oil or any fraction thereof; (vi) natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel; (vii) any “hazardous chemical” as defined pursuant to 29 C.F.R. Part 1910; and (viii) any other substance, regardless of physical form, that is subject to any other law or other past or present requirement of any governmental authority regulating, relating to or imposing obligations, liability or standards of conduct concerning the protection of human health, plant life, animal life, natural resources, property or

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the reasonable enjoyment of life or property from the presence in the environment of any solid, liquid, gas, odor, any form of energy, any form of contaminant or any other source.

"Improvements" means all improvements, structures or buildings, and replacements and alterations thereof, to be constructed, expanded, renovated, remodeled and/or rehabilitated in accordance with the Plans and Specifications, as applicable, or now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said improvements, structures or buildings, including, without limitation, all tenant improvements and fixtures on which Borrower has a lessor's lien or in which Borrower has a reversionary interest.

"Lender" means Impact VI CDE 5 LLC, a Delaware limited liability company, its successors and assigns.

"Loan" means the loan evidenced by the Notes and secured by this Mortgage and the other Loan Documents.

"Loan Agreement" means that certain Loan Agreement of even date herewith between Borrower and Lender.

"Loan Documents" means this Mortgage, the Notes, the Loan Agreement, the Indemnity Agreement on Hazardous Materials and Handicapped Access, the Assignment of Leases and Rents, the Construction Document Assignment, the Collateral Account Pledge Agreements, the Collateral Account Control Agreements, financing statements, and all other documents, instruments and agreements which evidence, secure or are otherwise executed in connection with the Loans, including all amendments, modifications, renewals, extensions, restatements and replacements thereof, and all other documents required to perfect liens on the Security Property entered into on or after the date of this Mortgage.

"Note A" means that certain Promissory Note A of even date herewith made by Borrower and payable to the order of Lender in the original principal amount of Seven Million Seven Hundred Ninety-Nine Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$7,799,829.00), together with all renewals, extensions, modifications, amendments and substitutions thereof or therefor.

"Note B" means that certain Promissory Note B of even date herewith made by Borrower and payable to the order of Lender in the original principal amount of Three Million Two Hundred Twenty Thousand One Hundred Seventy-One and No/100 Dollars (\$3,220,171.00), together with all renewals, extensions, modifications, amendments and substitutions thereof or therefor.

"Notes" means Note A and Note B, collectively.

"Original Loan Amount" means the aggregate maximum principal amount of Eleven Million Twenty Thousand and No/100 Dollars (\$11,020,000.00).

"Plans and Specifications" means the plans and specifications for the Project, as accepted by Lender, which may include, but not be limited to, all architectural plans and details, exterior

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elevations, interior finish schedule, structural plans and details, plumbing plans, HVAC plans, electrical plans, grading plans and drainage, sewer, water, street and gas plans.

“PNBI Lender” means PNBI Subsidiary CDE 2, LLC, an Illinois limited liability company.

“PNBI Loan” means a loan made to Borrower by PNBI Lender in the amount of Twelve Million Eight Hundred Thousand and No/100 Dollars (\$12,800,000.00), evidenced by the PNBI Notes.

“PNBI Loan Documents” means, collectively, that certain Loan Agreement by and between PNBI Lender and Borrower of even date herewith, the PNBI Notes, the PNBI Mortgage, and all other documents evidencing or securing the PNBI Loan.

“PNBI Mortgage” means that certain Mortgage, Security Agreement and Fixture Filing of even date herewith made by Borrower for the benefit of PNBI Lender.

“PNBI Notes” means, collectively, that certain Promissory Note A of even date herewith made by Borrower and payable to the order of PNBI Lender in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00), and that a certain Promissory Note B of even date herewith made by Borrower and payable to the order of PNBI Lender in the original principal amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00).

“Premises” means the real property described in Exhibit A, including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Borrower therein and in and to the strips and gores, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired.

“Project” means that certain real property known as 3748 West Ogden Avenue, Chicago, Illinois 60623, and the Improvements thereon.

“Security Property” means the property specified as such in the Granting Clause of this Mortgage.

“UCC” means the Uniform Commercial Code as the same may from time to time be enacted and in effect in the State of Illinois; *provided* that to the extent the UCC is used to define any term in this Mortgage, and such term has different meanings in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 of the UCC shall govern and; *provided, further*, that if by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lender’s lien on any Security Property is governed by the UCC as enacted and in effect in a jurisdiction other than the State of Illinois, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

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Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, (a) words used in this Mortgage are used interchangeably in singular or plural form; (b) "Borrower" means "each Borrower and/or any subsequent owner or owners of the Security Property or any part thereof or interest therein"; (c) "Lender" means "Lender or any subsequent holder of the Notes"; (d) "Notes" means "the Notes or other evidence of indebtedness secured by this Mortgage"; (e) "lease" includes all leases, occupancy agreements, licenses and other arrangements by which a person may occupy a portion of the Premises; (f) "rent" includes all impositions, assessments, occupancy charges, maintenance charges, flip taxes and any other fees and charges payable by a tenant of Borrower; (g) "person" includes an individual, corporation, partnership, trust, unincorporated association, government, governmental authority or other entity; (h) "Security Property" includes any portion of the Security Property or interest therein; and (i) "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. All terms of this Mortgage which are not defined above have the meanings set forth in this Mortgage.

## GRANTING CLAUSE

**NOW, THEREFORE**, Borrower, in order to secure the payment of both the Original Loan Amount and the interest and any other sums payable under the Notes (collectively, the "Indebtedness"), this Mortgage and/or the Loan Documents, and the performance and observance of all the provisions hereof and of the Notes and the Loan Documents, including, without limitation, the payment of all sums advanced under the Notes and any further sums advanced by Lender pursuant to this Mortgage to the extent the aggregate of such sums expended pursuant hereto exceeds the sum of the Original Loan Amount, does hereby mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, pledge, assign and hypothecate unto Lender, its survivor and other successor or successors, WITH MORTGAGE COVENANTS, and with the power of sale and right of entry, a first priority lien in all of Borrower's estate, right, title and interest in, to and under any and all of the following described property (the "Security Property"), whether real or personal, tangible or intangible, now owned or held or hereafter acquired:

- (a) the Premises;
- (b) the Improvements;
- (c) the Chattels;
- (d) all Deposit Accounts, Letter of Credit Rights, Commercial Tort Claims, Supporting Obligations, Investment Property, Security Entitlements, General Intangibles and Equipment (as all of such terms are defined in the UCC) related to the Borrower;
- (e) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and



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condemnation awards and any unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Borrower and real estate tax and assessment refunds and credits at any time accruing to the benefit of Borrower or the Security Property, even if relating to taxes and assessments payable for a period or periods prior to the date hereof;

(f) all leases of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Borrower thereunder; and including, without limitation, Borrower's right, if any, to cash or securities deposited thereunder, whether or not same was deposited to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of an Event of Default, to receive and collect the rents and other charges thereunder;

(g) all utility or municipal deposits made by or on behalf of Borrower or made in connection with the Premises;

(h) all plans, drawings, specifications, site plans, sketches, samples, contracts and agreements, however characterized from time to time, prepared for use in connection with the construction, repair, renovation or maintenance of the Improvements, including all of Borrower's right, title and interest in, to and/or under the Plans and Specifications;

(i) all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, supply of any materials or the conduct of operations in and the management of the Premises, including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, however characterized, affecting the Premises and/or Improvements;

(j) any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Premises and/or the Improvements and/or Chattels, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees; and

(k) all Proceeds (as defined in the UCC) and all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by or released to Borrower, or constructed, assembled or placed by Borrower on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, the same shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described herein.

The Notes and the PNBI Notes are and shall be *pari passu* in right of payment of principal, interest, escrow items, late charges and all other sums payable in connection therewith and shall be secured by the Security Property without preference or priority.

**TO HAVE AND TO HOLD** the above granted and described Security Property unto and to the use and benefit of Lender, and the successors and assigns of Lender, forever;

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**PROVIDED, HOWEVER,** these presents are upon the express condition that if Borrower shall well and truly pay to Lender both the Original Loan Amount and the interest and any other sums payable under the Notes, this Mortgage and/or the Loan Documents at the time and in the manner provided in the Notes and this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Notes in a timely manner, these presents and the estate hereby granted shall cease, terminate and be void.

## ARTICLE I. PARTICULAR COVENANTS, WARRANTIES AND REPRESENTATIONS OF BORROWER

Borrower covenants, warrants, represents and agrees as follows:

### **Section 1.01 Title to Security Property.**

(a) Borrower warrants that it has good and marketable title to an indefeasible fee estate in the Premises, subject in all cases to no lien, charge or encumbrance except for the items listed as exceptions to title in the title policy insuring the lien of this Mortgage. Borrower further warrants that it owns and will own the Chattels free and clear of all liens and claims other than purchase money security interests and those items consented to by Lender in writing; and that this Mortgage is and will remain a valid and enforceable first priority lien on the Security Property, subject to the exceptions to title in the title policy insuring the lien of this Mortgage. Borrower has full power and lawful authority to mortgage and encumber the Security Property in the manner and form herein done or intended hereafter to be done. Borrower shall preserve such title, and shall forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

(b) Borrower shall not, without the prior written consent of Lender, (i) initiate or support any zoning reclassification of the Premises or use or permit the use of the Premises in a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances; (ii) impose or consent to the imposition of any restrictive covenants or encumbrances upon the Premises; (iii) execute, file or consent to any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality; (iv) combine the tax lot or lots comprising the Premises with any tax lot or lots or any portion thereof which is not subject to the lien of this Mortgage; or (v) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

**Section 1.02 Further Assurances.** Borrower shall, at the cost of Borrower, and without expense to Lender, promptly correct any defect or error which may be discovered in any of the Loan Documents and shall do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Lender shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby conveyed, mortgaged or assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey, mortgage or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, and for filing,

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registering or recording this Mortgage and, on demand, shall execute and deliver, and hereby authorizes Lender to execute in the name of Borrower to the extent it may lawfully do so, in the event of the failure or refusal of Borrower so to do, one or more financing statements, chattel-mortgages or comparable security instruments, and renewals thereof, to evidence more effectively the lien hereof upon the Chattels.

## **Section 1.03 Recording Fees.**

(a) Borrower forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Lender in, the Security Property.

(b) Borrower shall pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any amendment or mortgage supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and recording of the Notes, this Mortgage, any amendment or mortgage supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

(c) If a recording or transfer tax is imposed on this Mortgage or any amendment or mortgage supplemental hereto at any time, Borrower shall pay such tax. If applicable law prohibits Borrower from making any such payment, Lender may, at its election, declare all sums outstanding under the Notes, this Mortgage and/or any other Loan Document immediately due and payable. Lender and/or its assigns shall have no obligation to either participate in any dispute of said tax or to make any payment with respect thereto and Borrower agrees to indemnify Lender and its assigns and hold them harmless from any liability with respect thereto and to reimburse or pay upon demand for the same by Lender and/or its assigns their reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred with respect thereto or in connection therewith.

**Section 1.04 Payment of Indebtedness.** Borrower shall punctually pay the principal and interest and all other sums to become due in respect of the Notes at the time and place and in the manner specified in the Notes, according to the true intent and meaning thereof and without offset or counterclaim, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

**Section 1.05 Good Standing of Borrower.** Borrower is a duly created and validly existing nonprofit corporation in good standing under the laws of the State of Illinois, with full power and authority to execute and deliver the Loan Documents and consummate the transactions contemplated hereby. Borrower is not incorporated in any other jurisdiction. Borrower shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges, as a nonprofit corporation under the laws of such jurisdiction and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any

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governmental authority or court and applicable to the Borrower or to the Security Property or any part thereof. Borrower shall not without the prior written consent of Lender, so long as any sums are owed pursuant to the Notes or this Mortgage, (i) consolidate or merge Borrower into or with any corporation, partnership or other entity, effect any voluntary liquidation or reorganization, or effect any change in its capital structure, or (ii) amend in any material manner its articles of incorporation or its bylaws. Any request by Borrower for Lender's approval of any amendments to the articles of organization or operating agreement of Borrower shall not be unreasonably withheld or delayed by Lender.

**Section 1.06 Lien on Improvements.** All rights, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Security Property hereafter acquired by or released to Borrower or constructed, assembled or placed by Borrower on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described in the granting clause hereof, but at any and all times Borrower shall execute and deliver to Lender any and all such further assurances, mortgages, conveyances or assignments thereof as Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

**Section 1.07 Impositions and Tax Deposits.**

(a) Borrower, from time to time when the same shall become due and payable, but without the benefit of any grace period therefor, whether or not a penalty or interest charge would be imposed in such grace period, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Security Property or any part thereof or upon the revenues, rents, issues, income and profits of the Security Property or arising in respect of the occupancy, use or possession thereof (collectively, "Impositions"). Borrower shall, upon the request of Lender, deliver to Lender receipts evidencing the payment of all such Impositions imposed upon or assessed against it or the Security Property or the revenues, rents, issues, income or profits thereof.

(b) During the continuation of an Event of Default, Lender may require that Borrower on the first (1<sup>st</sup>) day of each month deposit with Lender or any service or financial institution designated for such purposes by Lender (whichever of the foregoing is applicable being the "Depository") one-twelfth (1/12) of the annual real estate taxes ("Taxes") assessed against the Security Property (and, if Lender shall so elect, any or all other Impositions), and Borrower shall accordingly make such deposits. In addition, Borrower shall also deposit with Lender a sum of money which, together with the aforesaid monthly installments will be sufficient to make payments of Taxes (and if Lender has elected to collect deposits for other Impositions, such other Impositions) not less than forty-five (45) days before such payments are due. If the amount of any such payment is not ascertainable at the time any such deposit is required to be made, the

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deposit shall be made on the basis of Lender's estimate thereof, and when such amount is fixed for the then-current year, Borrower shall promptly deposit any deficiency with the Depository. All funds so deposited, if any, until applied, shall constitute additional security for the Notes and other indebtedness secured hereby, shall be held by the Depository without interest (except to the extent required under applicable laws), and may be commingled with other funds of the Depository. During the continuance of an Event of Default hereunder, Lender may apply funds so deposited in the order determined by Lender. Upon an assignment of this Mortgage by Lender, Lender shall have the right to pay over, or cause the Depository (if not Lender) to pay over the unapplied balance of any amounts deposited pursuant to this Section 1.07, if any, to the assignee (or to a successor Depository designated by such assignee) and Lender shall thereupon be completely released from all liability with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee (or a successor Depository). When the Loan has been paid in full, and all other obligations of Borrower under the Loan Documents have been performed and observed in full, Lender shall, and at any prior time, Lender, at its election, may, pay over or cause the Depository (if not Lender) to pay over the unapplied balance of the deposits, if any, to the record owner of the Security Property or its designee and no other person shall have any right or claim thereto.

(c) Borrower shall pay all taxes except income, franchise or other similar taxes, inheritance, estate and gift taxes, imposed on Lender by reason of its ownership of the Notes or this Mortgage.

(d) Nothing in this Section 1.07 shall require the payment or discharge of any obligation imposed upon Borrower by this Section so long as Borrower shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Premises or any part thereof to satisfy the same; *provided* that during such contest Borrower shall, at the option of Lender, provide security satisfactory to Lender, assuring the discharge of Borrower's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest and; *provided, further*, that if at any time payment of any obligation imposed upon Borrower by Section 1.07(a) hereof shall become necessary to prevent the delivery of a tax deed or other similar instrument conveying the Security Property or any portion thereof because of non-payment, then Borrower shall pay the same in sufficient time to prevent the delivery of such tax deed or other similar instrument.

**Section 1.08 Mechanics' and Other Liens.** Borrower shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Security Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general shall do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Borrower, without expense to Lender. Notwithstanding the foregoing, in the event any lien, charge or order for the payment of money or other encumbrance is filed against the Security Property, Borrower shall cause the same to be discharged of record or bonded within thirty (30) days after the filing thereof. All costs and expenses incurred in posting the bond or other security and in defending any lien foreclosure action shall be borne exclusively by Borrower. Borrower further agrees to reimburse Lender for

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all reasonable costs and expenses, including reasonable attorneys' fees and disbursements incurred by Lender in connection with any such lien foreclosure action.

## **Section 1.09 [Reserved.]**

**Section 1.10 Additional Advances and/or Disbursements.** If Borrower or any party under any of the Loan Documents shall fail to perform any of the covenants contained in this Mortgage, the Notes or the other Loan Documents, Lender may make advances and/or disbursements to perform the same, and all sums so advanced and/or disbursed shall be a lien upon the Security Property and shall be secured hereby. Borrower shall repay on demand all sums so advanced and/or disbursed with interest at the Default Rate. The provisions of this Section 1.10 shall not prevent any default in the observance of any covenant contained in this Mortgage, the Notes or the other Loan Documents from constituting a default or an Event of Default.

## **Section 1.11 [Reserved.]**

## **Section 1.12 Maintenance of Property; Compliance with Law.**

(a) Borrower shall not threaten, commit, permit or suffer any waste to occur on or to the Security Property, or any part thereof, or substantially alter the Security Property or any part thereof in any manner other than in the ordinary course of business, or make any change in its use which will in any way increase any risk of fire or other hazards arising out of construction or operation of the Security Property. Borrower shall, at all times, maintain the Security Property in good operating order and condition and shall promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The Improvements shall not be permanently removed, demolished or substantially altered, nor shall any Chattels be removed without the prior written consent of Lender, other than in the ordinary course of business, except where appropriate replacements free of superior title, liens and claims are immediately made of value at least equal to the value of the Chattels removed.

(b) Borrower shall keep and maintain or cause to be kept and maintained the Security Property and the sidewalks and curbs abutting the same in good order and condition and in a rentable and tenantable state of repair, ordinary wear and tear and casualty excepted, and shall make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Except to the extent insurance or eminent domain proceeds are actually retained by Lender and applied to the indebtedness of Borrower, in the event that the Security Property shall be damaged or destroyed, in whole or in part, by fire or any other casualty, or in the event of a taking of a portion of the Security Property as a result of any exercise of the power of eminent domain, Borrower shall promptly restore, replace, rebuild or alter the same as nearly as possible to the condition they were in immediately prior to such fire, other casualty or taking, and shall take such other additional actions and measures as shall be necessary to avoid any default or forfeiture under any lease or other applicable agreement. Subject to the foregoing, although damage to or destruction of the Security Property, or any portion thereof, shall not of itself constitute a default hereunder, the failure of Borrower to

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restore, replace, rebuild or alter the same, as hereinabove provided, shall constitute a default hereunder regardless of the availability of insurance proceeds or condemnation awards for such purpose.

(c) Borrower represents that to its knowledge, the Security Property is presently in compliance with all laws, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of or with respect to the Security Property or any portion thereof or the use or occupation thereof. Borrower shall promptly comply, or cause compliance with, all existing and future laws, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of or with respect to the Security Property or any portion thereof or the use or occupation thereof.

(d) Borrower shall not, without the prior written consent of Lender, initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof.

(e) All covenants hereof shall be construed as affording to Lender rights additional to and not exclusive of the rights conferred under the provisions of any other applicable law. If there is a conflict between any provision of this Mortgage and the provisions of any such applicable law, Borrower agrees that, to the extent permitted by applicable law, the applicable provision of this Mortgage shall control.

**Section 1.13 Casualty.** If any portion of the Security Property shall be damaged or destroyed by any cause (a "Casualty"), Section 2.4(g) of the Loan Agreement shall apply to set forth the rights, obligations and duties of the parties hereto.

**Section 1.14 Condemnation.**

(a) No proceeding for the condemnation of all or any portion of the Security Property has been commenced or threatened. Borrower, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, shall notify Lender of the pendency of such proceedings. Lender may participate in any such proceedings and Borrower from time to time shall deliver to Lender all instruments requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Lender up to the Original Loan Amount. Lender shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid.

(b) Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Security Property, whether direct or indirect (a "Condemnation"). Borrower shall appear in and prosecute or defend any action or proceeding relating to any Condemnation unless otherwise directed by Lender in writing. Borrower authorizes and appoints Lender as attorney in fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any Condemnation and to settle or compromise any claim in connection with any Condemnation. This power of attorney is coupled with an interest and therefore is irrevocable.

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However, nothing contained in this Section 1.14 shall require Lender to incur any expense or take any action. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to (i) any Condemnation, or any conveyance in lieu of Condemnation, and (ii) any damage to the Security Property caused by governmental action that does not result in a Condemnation.

(c) To the fullest extent permitted by law, Lender may apply such awards or proceeds, after the deduction of Lender's reasonable expenses incurred in the collection of such amounts, at Lender's option, to the restoration or repair of the Security Property, or to the payment of the indebtedness, with the balance, if any, to Borrower. Unless Lender otherwise agrees in writing, any application of any awards or proceeds to the indebtedness shall not extend or postpone the due date of any quarterly, or monthly as may be the case, installments referred to in the Notes, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards or proceeds as Lender may require.

## **Section 1.15 Leases.**

(a) Borrower shall not (i) execute an assignment of the rents from the Security Property or any part thereof in favor of any party other than Lender and PNBI Lender; (ii) enter into any leases, lettings or license arrangement affecting the Security Property or any part thereof ("Leases"), without Lender's prior written approval; (iii) terminate or consent to the cancellation or surrender of any Leases hereafter approved by Lender; (iv) modify or vary any such Leases in any material respect; (v) accept prepayment of any installments of rents to become due under any Leases more than one (1) month in advance except prepayments in the nature of security for the performance of the lessees thereunder; or (vi) in any other manner impair the value of the Security Property or the security of the Mortgage. Borrower agrees that any Lease entered into after the date hereof shall expressly by its terms be subject and subordinate in all respects to the lien of this Mortgage.

(b) Borrower shall at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Leases now or hereafter existing, on the part of the lessor thereunder to be kept and performed, and shall do all things necessary to compel performance by the lessee under each Lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any Lease provides for the giving by the lessee of certificates with respect to the status of a Lease, Borrower shall exercise its right to request such certificates within five (5) days of any demand therefor by Lender. Borrower shall promptly notify Lender of (i) the commencement of any action or proceeding by any lessee of a Lease, the purpose of which shall be the cancellation of any Lease or diminution or offset against the rent payable under any Lease, or (ii) the interposition by any lessee of any defense in any action or proceeding brought by Borrower against such lessee, or (iii) a written notice received by Borrower from any lessee claiming constructive eviction, and shall cause a copy of any process, pleading or notice received by Borrower in reference to any such action, defense or claim to be promptly delivered to Lender.

**Section 1.16 Notices to Lender.** Borrower shall give written notice to Lender promptly (but in no event later than ten (10) business days after Borrower's discovery thereof) upon the occurrence of any of the following:



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(a) any default by Borrower under this Mortgage, any other Loan Document or the PNBI Loan Documents;

(b) any pending or threatened litigation affecting Borrower or any portion of Security Property, which shall materially affect the Security Property or Borrower's ability to perform its obligations under the Loan Documents;

(c) any claims, disputes, judgments or violations of law, or any breach by Borrower of any material agreement to which Borrower is a party; and

(d) any other facts and circumstances which might materially impact the Security Property, Borrower or the Loan.

**Section 1.17 Attornment.** To the extent not so provided by applicable law, each Lease shall provide that, in the event of the enforcement by Lender of the remedies provided for by law or by this Mortgage, the lessee thereunder shall, upon request of any person succeeding to the interest of Borrower as a result of such enforcement, automatically become the lessee of said successor in interest, without change in the terms or other provisions of the Lease, *provided, however*, that said successor in interest shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance not actually received by Lender, except prepayments in the nature of security for the performance by said lessee of its obligations under the Lease; (b) any amendment or modification of the Lease made without the consent of Lender or such successor in interest; or (c) any work required to be done by Borrower pursuant to the terms of the Lease (excluding repair or maintenance obligations or obligations to restore in the event of casualty). Each Lease shall also provide that, upon request by said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

**Section 1.18 Expenses of Lender.** Borrower agrees that if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding Lender is a party by reason of the execution of this Mortgage or the Notes which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all reasonable sums paid by Lender for the expense of any litigation to prosecute or defend the transaction and the rights and lien created hereby (including, without limitation, reasonable attorneys' fees) shall be paid by Borrower together with interest thereon from the date of payment by Lender at the Default Rate. All such sums paid and the interest thereon shall be a lien upon the Security Property, and shall be secured hereby.

**Section 1.19 Change in Law Affecting Mortgages.** Borrower agrees that in the event of the passage after the date of this Mortgage of any law deducting any lien from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by a mortgage, or the manner of the collection of any such taxes, so as to impose upon Lender any tax that previously would have been payable by Borrower, the whole of the principal sum secured by this Mortgage, together with interest due thereon, shall at the option of Lender, without notice to any party, become immediately due and payable.

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**Section 1.20 Utilities.** The Security Property shall be provided with adequate water, sewer and other utility facilities at all times, in compliance with all applicable laws and regulations.

**Section 1.21 Restrictions on Transfer or Encumbrance.** Except as provided herein or in the other Loan Documents, Borrower shall not, directly or indirectly, by transfer, mortgage, hypothecation, encumbrance or conveyance, do or suffer the assignment, transfer, sale, conveyance or encumbrance junior or senior hereto of the Security Property or any part thereof or any interest therein or in Borrower without in each instance the prior written consent of Lender.

**Section 1.22 Hazardous Materials.**

(a) Except for those matters identified in the Environmental Report (as defined in the Loan Agreement), Borrower represents, warrants and covenants that (i) Borrower has not used and that, to Borrower's knowledge, no other person or entity has used Hazardous Materials on, from or affecting the Security Property in any manner which violates any Environmental Law and no prior owner of the Security Property or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Security Property in any manner which violates any Environmental Law; (ii) no actions, investigations or lawsuits have been commenced or threatened by any person claiming non-compliance by Borrower or the Security Property with any Environmental Law; and (iii) the Security Property is in material compliance with all Environmental Laws and that no asbestos or other Hazardous Materials have been, or are at present at, incorporated in, stored on, treated on or disposed of on or from the Security Property.

(b) Borrower shall keep or cause the Security Property to be kept free of Hazardous Materials, except (i) as is customary or usual in the operation of a health care facility; and (ii) in compliance with the law. Without limiting the foregoing, except as permitted hereunder or under any of the Loan Documents, Borrower shall not cause or permit the Security Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, nor shall Borrower cause or permit, as a result of any intentional or unintentional act or omission on the part of Borrower or any tenant or subtenant, a release or threatened release of Hazardous Materials onto or from the Security Property. Borrower shall comply with and ensure compliance by all officers, employees, tenants and subtenants with all applicable Environmental Laws whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required thereunder.

(c) Borrower shall (i) conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials not permitted hereunder on, from or affecting the Security Property (A) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, (B) to the satisfaction of Lender, including, but not limited to, the recordation of a "No Further Remediation Letter" from the Illinois Environmental Protection Agency on or before December 31, 2012, (C) in accordance with the orders and directions of all federal, state and local governmental authorities, and (D) within six (6) months from the date of this Mortgage, or sooner if required by law; and (ii) defend, indemnify and hold harmless Lender and its

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employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (A) the presence, disposal, release or threatened release of any Hazardous Materials on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or other persons or things at the Security Property, (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Lender, which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses.

(d) In addition to the requirements set forth in this Section 1.22, in the event the Environmental Report (as defined in the Loan Agreement) recommends asbestos treatment, such treatment shall be certified to Lender by an asbestos hygienist or engineer licensed by the State and local jurisdiction (where required) in which the Premises is located.

(e) Borrower shall promptly deposit with Lender the estimated cost (as reasonably determined by Lender from time to time) to effect the removal of the Hazardous Materials not permitted hereunder or remedy any condition pertaining to the existence, release or threatened release of Hazardous Materials except as permitted hereunder on or affecting the Security Property. In the event of Borrower's failure to comply with the provisions of this Section 1.22, Lender may apply any or all of such sums so deposited with Lender to affect the removal or other remedy as required pursuant to this Section 1.22. So long as there is no default or Event of Default hereunder, any sums not so applied shall be returned to Borrower by Lender promptly upon completion of the removal or other remedy required hereunder to the satisfaction of Lender.

(f) In the event this Mortgage is foreclosed, or Borrower tenders a deed in lieu of foreclosure, Borrower shall deliver the Security Property to Lender free of any and all Hazardous Materials so that the condition of the Security Property shall conform with all applicable federal, state and local laws, ordinances, rules and regulations affecting the Security Property. The provisions of this Section 1.22 shall be in addition to any and all obligations and liabilities Borrower may have to Lender at common law and shall survive repayment of the Original Loan Amount or the foreclosure of this Mortgage or the giving of any deed in lieu thereof, and the transactions contemplated herein.

(g) Notwithstanding the foregoing, the obligations of Borrower in this Section 1.22 shall not apply with respect to any Hazardous Materials which have been first introduced on or at the Security Property after Lender or any third party claiming by, through or under Lender acquires title or assumes control of the day-to-day operations at the Security Property.

**Section 1.23 Easements and Instruments of Record.** Borrower shall promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Security Property, noncompliance with which shall affect the security of this Mortgage, or shall impose any duty or obligation upon

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Borrower or any lessee or other occupant of the Security Property or any part thereof, and Borrower shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Security Property.

**Section 1.24 Lien Law.** Borrower shall receive the advances secured hereby and shall hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the Improvements, and shall apply the same first to the payment of the cost of the Improvements before using any part of the total of the same for any other purpose.

**Section 1.25 Right of Entry.** Lender and its authorized representatives and designees shall have the right at all reasonable times and upon reasonable notice during usual business hours, or as otherwise required in the event of an emergency, to enter upon and inspect all portions of the Security Property.

**Section 1.26 Flood Hazard.** Borrower hereby represents that the Premises do not comprise property identified by the Secretary of Housing and Urban Development as an area having special flood hazards. If the Premises at any time are so identified by the Secretary of Housing and Urban Development as having special flood hazards, Borrower shall keep the Premises insured against loss by flood hazards in an amount at least equal to the outstanding principal balance of the Notes secured by this Mortgage, or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973, whichever is less.

**Section 1.27 Certain Representations and Warranties.** Borrower represents and warrants to Lender that:

- (a) the Loan Documents are all valid, binding and enforceable obligations of Borrower;
- (b) there is no action, suit or proceeding threatened against or affecting Borrower or the Security Property which could materially adversely affect Borrower or the Security Property;
- (c) all laws and governmental and private restrictions affecting Borrower or the Security Property have been complied with in all material respects, and all governmental and private consents necessary to Borrower's consummation of the Loan have been obtained;
- (d) Borrower is not in violation of (i) any law, rule, regulation, order, writ, judgment, decree, determination or award applicable to it or (ii) any provision of any indenture, lease, loan or other agreement to which it is a party or by which it or its properties may be bound, which violation would have a materially adverse effect upon Borrower's ability to perform any of its obligations under the Loan Documents;
- (e) the statements, information and reports furnished to Lender in connection with the Loan are accurate, correct and complete in all material respects;

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(f) there are no delinquent taxes, ground rents, water charges, sewer rents, assessments (including assessments payable in future installments) or other outstanding charges affecting the Security Property;

(g) the Security Property is separately assessed for tax purposes;

(h) Borrower has filed all federal, state, county and municipal tax returns and annual reports required to be filed by it, and has paid all taxes and fees which have become due pursuant to such returns and reports or pursuant to any assessments related thereto, and Borrower does not know of any basis for any additional assessment in respect thereof;

(i) Borrower and any affiliated party to any of the Notes, the Mortgage and the other Loan Documents has the legal capacity to enter into, execute and deliver the same, and the Notes, Mortgage and all other Loan Documents have been duly and properly executed and delivered by such parties;

(j) the proceeds of the Loan have been fully disbursed and there is no requirement for future advances hereunder, and all costs, fees and expenses payable to Lender by Borrower in connection with making the Loan have been paid;

(k) there are no mechanics' or similar liens or claims which have been filed for work, labor or material, or which relate to the existence or cleanup of any Hazardous Materials affecting the Security Property, which are or may be liens prior to, or equal or coordinate with, the lien of this Mortgage;

(l) all Improvements are wholly within the boundaries and building restriction lines of the Premises, except as described on the title policy and as shown on the survey(s) delivered to Lender in connection herewith, and no improvements on adjoining properties encroach upon the Security Property, except as described in the title policy and as shown on the survey(s) delivered to Lender in connection herewith, and no covenants, conditions and restrictions, if any, are violated by the Improvements, and no future violations could give rise to any rights of reverter or reentry;

(m) Borrower has no knowledge of any circumstance or condition with respect to the Mortgage, the Security Property or use thereof, Borrower's credit standing, any lease or any tenant's credit standing that can reasonably be expected to cause private institutional investors to regard the Loan to be an unacceptable investment, cause the Loan to become delinquent, or materially adversely affect the value or marketability of the Loan;

(n) all leases, licenses or other agreements pursuant to which any person or entity is entitled to use or occupy any portion of the Security Property are subject and subordinate to this Mortgage;

(o) no person, party, firm or corporation has (i) any possessory interest in the Premises or right to occupy the same except under existing leases by and between any tenant and Borrower, the material terms of all Leases having been previously disclosed to Lender, or (ii) an option to purchase the Premises or an interest therein;

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(p) the Premises have not been damaged by fire, water, wind or other cause of loss or any previous damage to the Premises has been fully restored; and

(q) Borrower is not currently (i) the subject of or a party to any completed or pending bankruptcy, reorganization or insolvency proceeding or (ii) the subject of any judgment unsatisfied of record or docketed in any court of the state in which the Premises is located or in any court located in the United States.

**Section 1.28 Publicity.** Lender may disclose Borrower's identity and the amount and purpose of the Loan, with Borrower's consent, which shall not be unreasonably withheld.

**Section 1.29 Eligible Borrower.** Borrower shall at all times until payment in full of the indebtedness secured hereby, maintain its status as an "eligible borrower," as such term is defined in the National Consumer Cooperative Bank Act, as amended (12 U.S.C. Section 3001 *et seq.*) and in the policies of Lender in effect from time to time.

**Section 1.30 [Reserved].**

**Section 1.31 Covenant Regarding Collateral.**

(a) Upon reasonable request in writing by Lender, Borrower shall obtain authenticated control letters from each issuer of uncertificated securities, securities intermediary or commodities intermediary issuing or holding any financial assets or commodities to or for Borrower.

(b) At the request of Lender, Borrower shall obtain a blocked account, lockbox or similar agreement with each bank or financial institution holding a Deposit Account for Borrower.

(c) If Borrower is or becomes the beneficiary of a letter of credit, Borrower shall promptly, and in any event within two (2) business days after becoming a beneficiary, notify Lender thereof and enter into a tri-party agreement with Lender and the issuer and/or confirmation bank with respect to all Letter of Credit Rights (as such term is defined in the UCC) in connection with such letter of credit, assigning such Letter of Credit Rights to Lender and directing all payments thereunder to an account designated by Lender, which tri-party agreement shall be in form and substance reasonably satisfactory to Lender.

(d) Borrower shall take all steps necessary to grant Lender control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(e) Borrower hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (i) describe Security Property (A) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Security Property falls within the scope of Article 9 of the UCC in such jurisdiction, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information

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required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower, and (B) in the case of a financing statement filed as a fixture filing or indicating Security Property as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Security Property relates. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower also ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(f) Borrower shall promptly, and in any event within two (2) business days after the same is acquired by it, notify Lender of any Commercial Tort Claim acquired by it and unless otherwise consented to by Lender, Borrower shall enter into a supplement to this Mortgage, granting to Lender a lien in such Commercial Tort Claim.

(g) If Borrower retains possession of any Chattel Paper or Instruments (as such terms are defined in the UCC) with Lender's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Impact VI CDE 5 LLC, a Delaware limited liability company, together with its successors and assigns."

(h) Without limiting the prohibitions on mergers involving Borrower contained in this Mortgage, Borrower shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lender.

**Section 1.32** Borrower acknowledges that it is not authorized to file any amendment or termination statement with respect to any financing statement without the prior written consent of Lender and agrees that it shall not do so without the prior written consent of Lender, subject to Borrower's rights under Section 9-509(d)(2) of the UCC.

**Section 1.33 Future Advances.** In addition to the Notes referred to herein, this Mortgage shall also secure future advances made by the Lender to the Borrower, which future advances shall be at the option of the Lender; *however*, the maximum principal amount secured by this Mortgage shall not exceed three hundred percent (300%) of the collective principal amounts of the Notes. All such future advances shall be made within the time limit authorized by Illinois law for making valid future advances with interest and all indebtednesses created by virtue of such future advances shall be and are secured hereby. All provisions of this Mortgage shall apply to any future advances made pursuant to the provisions of this Section 1.33. Nothing herein contained shall limit the amount secured by this Mortgage, if such amount is increased by advances made by the Lender as herein elsewhere provided and authorized for the protection of the security of the Lender.

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## ARTICLE II. EVENTS OF DEFAULT AND REMEDIES

**Section 2.01 Events of Default and Remedies.** The term “Event of Default” shall mean, whenever it is used herein, any one or more of the Events of Default outlined in Section 16 of the Loan Agreement executed in connection herewith.

**Section 2.02 Remedies.** The remedies available to the Lender hereunder upon an Event of Default shall mean any one or more of the “Remedies” (as such term is defined in the Loan Agreement) outlined in Section 17 of the Loan Agreement executed in connection herewith.

## ARTICLE III. MISCELLANEOUS

**Section 3.01 Binding Obligations.** All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Borrower and the successors and assigns of Lender. If there be more than one Borrower, the representations, covenants and warranties hereof shall be joint and several. As used herein, the singular shall include the plural as the context requires.

**Section 3.02 Severability.** In the event any one or more of the provisions contained in this Mortgage, in the Notes or in any other Loan Document shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**Section 3.03 Notices.** All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail, return receipt requested, as follows:

*If to Lender:* Impact VI CDE 5 LLC  
c/o NCB Capital Impact  
2011 Crystal Drive, Suite 800  
Arlington, VA 22202  
Attn: NMTC Loan Servicing Department  
Fax: (703) 647-3490

*with a copy to:* Nixon Peabody, LLP  
401 9<sup>th</sup> Street, Suite 900  
Washington, DC 20004  
Attn: Gregory N. Doran, Esq.  
Fax: (202) 585-8080



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*If to Borrower:* Lawndale Christian Health Center  
 3860 W Ogden  
 Chicago, IL 60623  
 Attn: Bruce Miller, CEO  
 Fax: (773) 521-2742

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Any written notice shall be deemed to have been served (a) on the date delivered, if presented personally, or (b) forty-eight (48) hours after the date it was mailed, if sent by registered or certified mail in accordance with the foregoing provisions.

**Section 3.04 Waiver of Notice.** Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice. Borrower shall not be entitled to any notices of any nature whatsoever from Lender, except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Lender to Borrower, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Lender to Borrower.

**Section 3.05 Assignment.** This Mortgage, and any instruments made in connection herewith, may be assigned by Lender without notice to or the consent of Borrower or any other party.

**Section 3.06 Incorporation of Information.** The information set forth on the cover hereof is hereby incorporated herein by this reference.

**Section 3.07 Default Rate.** The Default Rate provided for herein shall continue to accrue and be paid on any amount to which the Default Rate is applied, until said amount is paid in full.

**Section 3.08 Applicable Law.** The creation, perfection, priority and enforcement of the lien created by this Mortgage shall be governed by, and construed, enforced and interpreted according to the laws of the State of Illinois, and in all other respects this Mortgage shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of law.

**Section 3.09 No Oral Modification.** Neither this Mortgage nor any provision hereof may be changed, waived, modified, discharged or terminated, except by an instrument in writing signed by Lender.

**Section 3.10 Security Agreement.** This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the UCC, and the Security Property includes both real and personal property and all other rights and interests of Borrower in the Security Property, whether tangible or intangible in nature. By executing and delivering this Mortgage, Borrower has granted to Lender, as security for the Notes, a security interest in the Chattels and any other personal property described herein as being subject to a lien in favor of

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Lender. If Borrower shall default under the Notes or this Mortgage, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand any and all rights and remedies granted to a secured party upon default under the UCC, including, without limitation, the right to take possession of the Chattels or any part thereof and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Chattels. Upon request or demand of Lender, Borrower shall at its expense assemble the Chattels and make them available to Lender at a convenient place acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Lender in protecting its interest in the Chattels and in enforcing its rights hereunder with respect to the Chattels. Any notice of sale, disposition or other intended action by Lender with respect to the Chattels sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute reasonable notice to Borrower. The proceeds of any disposition of the Chattels, or any part thereof, may be applied by Lender to the payment of the Notes and any other obligations of Borrower secured hereby in such priority and proportions as Lender in its discretion shall deem proper.

**Section 3.11 Attorneys' Fees.** Wherever "attorneys' or counsel fees" or similar references are made herein, it shall include reasonable disbursements and such reasonable fees incurred out of court and in litigation, including, without limitation, pre-trial, appellate and bankruptcy proceedings.

**Section 3.12 Lender Consent or Approval.** If Borrower shall request Lender's consent or approval pursuant to any of the provisions of this Mortgage or otherwise, and Lender shall fail or refuse to give, or shall delay in giving, such consent or approval, Borrower shall in no event make, or be entitled to make, any claim for damages (nor shall Borrower assert, or be entitled to assert, any such claim by way of defense, set-off or counterclaim) based upon any claim or assertion by Borrower that Lender unreasonably withheld or delayed its consent or approval, and Borrower hereby waives any and all rights that it may have from whatever source derived to make or assert any such claim. Borrower's sole remedy for any such failure, refusal or delay shall be an action for a declaratory judgment, specific performance or injunction, and such remedies shall be available only in those instances where Lender has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, Lender may not unreasonably withhold or delay the same.

**Section 3.13 Inclusion of Subtenants.** Whenever reference is made in this Mortgage to a lease, lessee, tenancy or tenant, such reference shall be deemed to include a sublease, sublessee, subtenancy or subtenant, as the case may be.

**Section 3.14 Counterparts.** This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Mortgage.

**Section 3.15 Security Cross-Default.** If the payment of the indebtedness secured hereby is now or hereafter further secured by assignments of leases or rentals, security agreements, financing statements, mortgages, collateral assignments, pledges, contracts of guaranty or other additional security documents, any default under the provisions of any such

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further security documents shall constitute and be a default under this Mortgage, and Lender may at its option exhaust any one or more of the said security documents and the security thereunder, as well as the Security Property covered by this Mortgage, either concurrently or independently and in such other and further manner as Lender may elect, and Lender may apply the proceeds received therefrom upon the secured indebtedness without waiving or affecting Lender's rights and remedies under this Mortgage or any other Loan Document, whether exercised or not.

**Section 3.16 Legal Interest Rate.** Nothing herein, nor any transaction related hereto, shall be construed or operate so as to require Borrower to pay interest at a greater rate than shall be lawful. Should any interest or other charges paid by Borrower in connection with the Loan result in the computation or earning of interest in excess of the maximum legal rate of interest which is legally permitted under the laws of Illinois or other applicable law, after taking into account all provisions of the Notes and the other Loan Documents, then any and all such excess shall be, and the same is hereby, waived by Lender, and any and all such excess shall be automatically credited against and in reduction of the balance due under the indebtedness secured hereby, and any portion which exceeds the balance due under the Notes and secured hereby shall be paid by Lender to Borrower. At the maturity of the Notes secured hereby (or prior thereto, in the event of any permitted prepayment, or if Lender accelerates payment thereof), if the total amount of interest paid, including any service fee and any other charge upon the principal, exceeds the maximum legal contract rate permitted by law, such interest shall be recomputed and any such excess shall be credited to principal or returned to Borrower. It is the intent of the parties hereto that Borrower, under any circumstances, shall not be required to pay, nor shall Lender be entitled to collect, any interest which is in excess of the maximum legal rate permitted under applicable laws.

**Section 3.17 No Joint Venture.** Nothing contained herein shall create any joint venture, partnership, agency or trust arrangement between Borrower and Lender.

**Section 3.18 Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY BORROWER OR LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS MORTGAGE, THE NOTES OR ANY OTHER DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY IRREVOCABLY WAIVES IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY LENDER UNDER THIS MORTGAGE, THE NOTES OR ANY OTHER DOCUMENT, ANY AND EVERY RIGHT IT MAY HAVE TO, (I) INTERPOSE ANY COUNTERCLAIM THEREIN AND (II) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT BORROWER FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST LENDER WITH RESPECT TO ANY ASSERTED CLAIM.

**Section 3.19 Lender Set-Off.** Borrower agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim Lender may otherwise have, Lender shall be entitled, at its option, to offset balances held by it for the account of Borrower in

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any of its offices, in lawful money of the United States of America or in any other currency, against any principal of or interest on the Notes, or any other obligation of Borrower held by Lender, which is not paid when due.

**Section 3.20 Partial Recovery of Sums Due.** Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the indebtedness secured hereby as the same becomes due, without regard to whether or not the balance of such indebtedness shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

**Section 3.21 Marshalling of Assets.** Borrower waives and releases, to the fullest extent permitted by law and with awareness of the consequences thereof, any right to have the Security Property marshalled.

**Section 3.22 Headings and Captions.** The headings and captions of the various Articles and Sections of this Mortgage, and any table of contents, are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**Section 3.23 Fixture Filing.** This Mortgage shall be effective as a financing statement filed as a fixture filing in the Official Records of County Recorder of the county in which the Premises are located with respect to any all fixtures included within the term "Security Property" as used in this Mortgage and with respect to any goods or other personal property that may now be or hereafter become such fixtures. In connection therewith, the address of Borrower, as debtor ("Debtor"), and the address of Lender, as secured party ("Secured Party"), are set forth below. The address of Lender, as Secured Party, set forth below is also the address from which information concerning the security interest may be obtained by any interested party:

- (a) Name and address of Debtor:

Lawndale Christian Health Center  
3860 W Ogden  
Chicago, IL 60623  
Attn: Bruce Miller, CEO  
Fax: (773) 521-2742

- (b) Name and address of Secured Party:

Impact VI CDE 5 LLC  
c/o NCB Capital Impact  
2011 Crystal Drive, Suite 800  
Arlington, VA 22202  
Attn: NMTC Loan Servicing Department  
Fax: (703) 647-3490

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- (c) Description of the types (or items) of property covered by this fixture filing:

All property covered by the Granting Clause of this Mortgage set forth on pages 5-7 hereof.

- (d) Description of real property subject to this fixture filing, to which the collateral is attached or upon which it is located:

See Exhibit A attached hereto.

Some of the above-described collateral is or is to become fixtures upon the above described real property, and this fixture filing is to be filed in the real property records of the office of the Cook County Recorder of Deeds and indexed against Borrower, as Debtor, in favor of Lender, as beneficiary and Secured Party.

**Section 3.24 Waiver of Homestead and Redemption.** Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Security Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption, which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

**Section 3.25 Maximum Amount of Indebtedness.** Notwithstanding any provision to the contrary in this Mortgage, the Notes or any other Loan Document which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total amount of the principal component of the Indebtedness shall not at any time exceed three hundred percent (300%) of the original principal amount of the Notes set forth on the first page of this Mortgage.

**Section 3.26 Illinois Collateral Protection Act.** Unless Borrower provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Security Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower may make or any claim that is made against Borrower in connection with the Security Property. Borrower may cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Security Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges that Lender may impose in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the cost of the Indebtedness secured hereby. The cost of such insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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## **Section 3.26 APPLICABILITY OF ILLINOIS MORTGAGE FORECLOSURE**

**LAW.** To ensure the maximum degree of flexibility of the Loan Documents under the Illinois Mortgage Foreclosure Law, if any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-101, *et seq.*, as amended from time to time (the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but the Act shall not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Lender's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Lender shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act. If any provision of this Mortgage shall grant to Lender any rights, remedies, powers or authorities upon default of the Borrower which are more limited than what would be vested in Lender under the Act in the absence of such provision, Lender shall have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including Attorneys' Fees and Costs) incurred by Lender to the extent reimbursable under 735 ILCS 5/15-1510, 5/15-1512 or any other provision of the Act, whether incurred before or after any judgment of foreclosure, shall be added to the Indebtedness and included in the judgment of foreclosure.

**[SIGNATURE PAGES FOLLOW]**

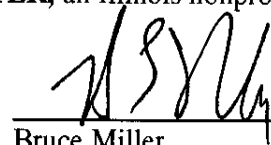
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IN WITNESS WHEREOF, this Mortgage, Security Agreement and Fixture Filing has been duly executed by Borrower as of the day and year first above written.

**BORROWER:**

**LAWDALE CHRISTIAN HEALTH  
CENTER**, an Illinois nonprofit corporation

By: \_\_\_\_\_



Bruce Miller  
Chief Executive Officer

Property of Cook County Clerk's Office

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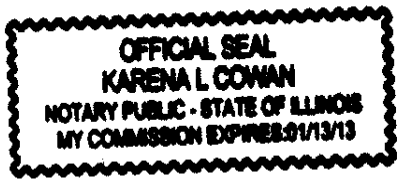
## ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF COOK            )

On the 7 day of May in the year 2011, before me, Karena L. Conan a Notary Public in and for said County and State, personally appeared Bruce Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, and the entity upon behalf of which the individual acted, executed the instrument.

Karena L. Conan  
Notary Public

My Commission Expires: January 13, 2013





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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 69 (EXCEPT THAT PART OF SAID LOT CONVEYED FOR ELEVATED RAILWAY BY DOCUMENT NUMBER 3129986) IN LANSINGH'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 70, 71, 72, 73 AND 74 (EXCEPT THAT PART OF SAID LOTS CONVEYED FOR ELEVATED RAILWAY BY DOCUMENT NUMBER 3129986) IN LANSINGH'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 75 IN LANSINGH'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 75 THAT PORTION THEREOF CONVEYED TO METROPOLITAN WEST SIDE ELEVATED RAILWAY COMPANY, WHICH SAID PORTION IS LEGALLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 75 AFORESAID, BEING AS FOLLOWS

BEGINNING AT THE NORTH WEST CORNER OF LOT 75 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO A POINT IN SAID LINE, A DISTANCE OF 46.92 FEET FROM SAID NORTHWEST CORNER; THENCE EAST TO A POINT IN THE EAST LINE OF SAID LOT, A DISTANCE OF 56.74 FEET FROM THE NORTH EAST CORNER OF SAID LOT; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 75 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT 76 IN LANSINGH'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID LOT 76 THAT PORTION THEREOF CONVEYED TO

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METROPOLITAN WEST SIDE ELEVATED RAILWAY COMPANY, WHICH SAID PORTION IS LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 76 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 76 TO A POINT IN SAID LINE, A DISTANCE OF 56.74 FEET FROM SAID NORTHWEST CORNER OF SAID LOT; THENCE EAST TO A POINT IN THE EAST LINE OF SAID LOT A DISTANCE OF 66.66 FEET FROM THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE PLACE OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 72 TO 76 IN LANSINGHS ADDITION TO CHICAGO BEING A SUBDIVISION OF THE WEST 146.17 FEET OF LOTS 14 AND 17 AND ALL OF LOTS 5, 6, 15 AND 16 IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ENDORSEMENT LINE OF LOT 76, 58.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE WEST 89.0 FEET TO A POINT; THENCE SOUTH PARALLEL TO SAID ENDORSEMENT LINE 0.5 FEET; THENCE ENDORSEMENT AT RIGHT ANGLES TO A POINT ON THE WEST LINE OF LOT 74; THENCE SOUTH 7.7 FEET ALONG THE WEST LINE OF LOT 74; THENCE ENDORSEMENT TO A POINT ON THE ENDORSEMENT LINE OF SAID LOT 76; THENCE NORTH 8.2 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 78 AND 79 IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14 INCLUSIVE IN J. H. KEDZIE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 70 THROUGH 77, BOTH INCLUSIVE IN DOWNING'S SUBDIVISION OF LOTS 7 TO 14, BOTH INCLUSIVE, IN J.H. KEDZIE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

PIN numbers: 16-23-322-025, 026, 027, 028, 029, 030, 031 and 032.  
16-23-321-035, 036, 037, 040, 041, 042 and 043. 16-23-500-035.