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Doc#: 1230622100 Fee: \$90.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/01/2012 02:01 PM Pg: 1 of 27

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

Property of Cook County Clerk's Office

12/9 01121607-09

The property identified as: **PIN:** 16-07-124-002-0000

**Address:**

**Street:** Lake Street and Harlem Ave

**Street line 2:**

**City:** River Forest

**State:** IL

**ZIP Code:** 60305

**Lender:** Principal Life Insurance Company

**Borrower:** RFTC 1 Corp., RFTC 2 Corp., and SDOP Corp.

**Loan / Mortgage Amount:** \$21,000,000.00

This property is located within the program area and is exempt from the requirements of 765 LCS 77/70 et seq. because it is commercial property.

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

**Certificate number:** E0A58035-406E-4B3F-9E74-9D490C7D296C

**Execution date:** 11/01/2012

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Record and return to:

Principal Real Estate Investors, LLC  
 801 Grand Avenue  
 Des Moines, IA 50392-1360  
 ATTN: Bob Bailey

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND  
 SECURITY AGREEMENT  
 757200

A. THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (as the same may from time to time hereafter be modified, supplemented or amended, this "**Mortgage**") is made as of November 1, 2012, by and between RFTC 1 CORP., a Delaware corporation, RFTC 2 CORP., a Delaware corporation, and SDOP CORP., a Delaware corporation, having its principal place of business and post office address at 191 North Wacker Drive #2500, Chicago, Illinois 60606, herein collectively referred to as "**Borrower**" ("Borrower" to be construed as "Borrowers" if the context so requires), and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation having its post office address at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1450, together with its successors and assigns, as "**Lender**".

WITNESSETH:

B. This Mortgage is given to secure a loan in the original principal sum of Twenty-one Million and 00/100 Dollars (\$21,000,000.00) (the "**Loan Amount**") or so much thereof as may be advanced pursuant to that certain Loan Agreement dated of even date herewith between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Note (as defined in the Loan Agreement). This Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage (the Loan Agreement, the Note, this Mortgage, and all other documents evidencing or securing the Indebtedness, except the Environmental Indemnity Agreement, are hereinafter referred to collectively as the "**Loan Documents**"). Capitalized terms used herein and not otherwise defined shall have those meanings given to them in the Loan Agreement or the other Loan Documents.

C. NOW, THEREFORE, to secure the payment of the Indebtedness in accordance with the terms and conditions of the Loan Documents, and all extensions, modifications and renewals thereof and the performance of the covenants and agreements contained therein, and also to

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secure the payment of any and all other Indebtedness, direct or contingent, that may now or hereafter become owing from Borrower to Lender in connection with the Loan Documents, and in consideration of the Loan Amount in hand paid, receipt of which is hereby acknowledged:

## Article I - GRANTS OF SECURITY

Section 1.1 Property Conveyed. Borrower does by these presents mortgage, warrant and convey unto Lender, its successors and assigns forever, that certain real estate and all of Borrower's estate, right, title and interest therein, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**"), together with the following described property, rights and interests (referred to herein collectively with the Land, as the "**Premises**":

(a) Leases and Rents. All of Borrower's right, title and interest as lessor in and to all Lease(s) and all Rents, which are pledged and assigned absolutely and directly (and not merely collaterally). It is intended hereby to establish a present and complete transfer of all the Leases and all rights of the lessor thereunder and all the Rents unto Lender, subject to Section 1.2 hereof, with the right, but without the obligation, to collect all of said Rents, which may become due during the life of the Loan;

(b) Easements/Trademarks. All right, title and interest of Borrower, now or hereafter acquired, in and to all singular tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, direct flow, ditch, reservoir, well and other water rights, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water stock, permit or otherwise, sewer rights, rights in trade names and any name under which the Premises is now or hereafter operated and the right to manage and operate the Premises under any such name or variants thereof, licenses, permits and contracts, and all other rights of any kind or character in any way now or hereafter appertaining to the Premises, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof and all right, title and interest of Borrower, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title and interest of Borrower, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Premises;

(c) Improvements/Fixtures. All right, title and interest of Borrower in and to any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected on the Premises, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all improvements now or hereafter owned by Borrower and attached to or contained in and used in connection with the Premises and appurtenances thereto; and all items of

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furniture, furnishings, fixtures, machinery, engines, compressors, motors, elevators, pipes, pumps, tanks, fittings, conduit, wiring, radiators, awnings, shades, screens, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning, lifting, cleaning, communications, fire prevention, fire extinguishing and sprinkler equipment and fixtures and appurtenances thereto, other equipment and personal property owned by Borrower and used or useful in the operation of the Premises or otherwise related to the Premises (collectively the "**Personal Property**"); and all renewals or replacements of all of the aforesaid Personal Property or articles in substitution therefore, whether or not the same are or shall be attached to said buildings or improvements in any manner and regardless of where situated, used, usable, or intended to be used in connection with any present or future use or operation of or upon said Premises (collectively, the "**Improvements**"); it being mutually agreed, intended and declared that all the aforesaid property owned by Borrower and placed by it on the Land or used in connection with the operation or maintenance of the Premises shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be Land and covered by this Mortgage, and as to any of the property aforesaid which does not form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the UCC) this Mortgage and the other Loan Documents (the terms of which grant a security interest in personal property or real property, the proceeds of which may become personal property) are each hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating a security interest in all items, including, but not limited to all property and rights which Borrower may grant, assign, bargain, sell, transfer, set over, deliver, or otherwise convey to Lender, as secured party, under the terms of this Mortgage or any of the other Loan Documents, including any and all proceeds thereof (as used herein, Borrower shall mean "Debtor" under the UCC and Lender shall mean "Secured Party" under the UCC), and this instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Premises. Borrower hereby grants a security interest in and to any of the Premises governed by the UCC to Lender and appoints Lender as its attorney-in-fact to execute such documents necessary to perfect Lender's security interest and Borrower authorizes Lender at any time until the Indebtedness is paid in full, to prepare and file, at Borrower's expense, any and all UCC financing statements, amendments, assignments, renewals, terminations and the like, necessary to create and/or maintain a prior security interest in such property all without Borrower's execution of the same. Furthermore, upon an Event of Default under the Loan Documents, Lender will, in addition to all other remedies provided for in the Loan Documents, have the remedies provided for under the UCC in effect in the state in which the Premises is located;

(d) **Additional Security.** All of Borrower's right, title and interest in and to all funds now or hereafter held by Lender under the Loan Agreement, any collection account or security deposit account required by Lender pursuant to the terms of the Loan Agreement, any property reserves agreement, escrow security agreement, any letter(s) of credit (and any proceeds derived from any letter(s) of credit) or under any of the terms

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hereof or of the Loan Documents and all of Borrower's payment intangibles, letter of credit rights, interest rate cap agreements, tenant in common agreement rights, any and all tax and utility refunds or rebates related to the Premises (regardless of the time period in which they relate) and any other contract rights of Borrower related in any manner to the ownership, operation, or management of the Premises, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof; and

(e) Accounts/Proceeds/Awards. All of Borrower's right, title and interest in and to all funds, accounts and proceeds of any of the foregoing whether or not such funds, accounts or proceeds thereof are held by Lender under the terms of any of the Loan Documents, including, but not limited to bankruptcy claims of Borrower against any tenant at the Premises, and any proceeds thereof; all of Borrower's right, title and interest in and to all proceeds of any Rents, insurance proceeds from all insurance policies required to be maintained by Borrower under the Loan Documents, and all of Borrower's right, title and interest in and to all awards, decrees, proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Borrower by reason of a Casualty or a Condemnation.

## Section 1.2 Assignment of Leases and Rents.

(a) Borrower hereby appoints Lender the true and lawful attorney of Borrower with full power of substitution and with power for it and in its name, place and stead, to demand, collect, give receipts and releases for any and all Rents herein assigned which may be or become due and payable by the lessees and other occupants of the Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of any and all Rents. Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all Rents herein assigned to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made. Notwithstanding anything to the contrary set forth herein, prior to an Event of Default, Lender grants Borrower a revocable license to enforce all provisions contained in the Leases and collect and use (subject to the terms and conditions of the Loan Agreement), all Rents.

(b) It is the intention of Lender and Borrower that the assignment effectuated hereby with respect to the Rents and other amounts due under the Leases shall be a direct, absolute and currently effective assignment and shall not constitute merely the granting of a lien, collateral assignment or a security interest or pledge for the purpose of securing the Indebtedness secured by this Mortgage and is effective whether or not a default occurs hereunder or under the Loan Documents. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Lender's

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interest in the Rents or other amounts payable under the Leases constitutes a lien on or security interest in or pledge thereof, it is agreed and understood that the forwarding of a notice to Borrower after the occurrence of an Event of Default, advising Borrower of the revocation of Borrower's license to collect such Rents shall be sufficient action by Lender to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof, and (iii) entitle Lender to immediate and direct payment of the Rents for application as provided in the Loan Documents, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Premises. Notwithstanding the direct and absolute assignment of the Rents, there shall be no partial reduction of any portion of the Indebtedness secured by this Mortgage except with respect to Rents actually received by Lender and applied by Lender toward payment of such Indebtedness.

(c) Without limitation of the absolute nature of the assignment of the Rents, Borrower and Lender agree that (i) this Mortgage shall constitute a "security agreement" for purposes of 11 U.S.C. Section 552(b), (ii) the security interest created by this Mortgage extends to property of Borrower acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents (including, without limitation, any Extraordinary Rental Payments), and (iii) such security interest shall extend to all Rents (including, without limitation, any Extraordinary Rental Payments) acquired by the estate after the commencement of any case in bankruptcy. Without limitation of the absolute nature of the assignment of the Rents, to the extent Borrower (or Borrower's bankruptcy estate) shall be deemed to hold any interest in the Rents (including, without limitation, any Extraordinary Rental Payments) after the commencement of a voluntary or involuntary bankruptcy case, Borrower hereby acknowledges and agrees that such Rents (including, without limitation, any Extraordinary Rental Payments) are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code. During the pendency of such bankruptcy case, Borrower may not use the cash collateral without the consent of Lender and/or an order of any bankruptcy court pursuant to 11 U.S.C. 363(c)(2), and Borrower hereby waives any right it may have to assert that such Rents (including, without limitation, any Extraordinary Rental Payments) do not constitute cash collateral. No consent by Lender to the use of cash collateral by Borrower shall be deemed to constitute Lender's approval, as the case may be, of the purpose for which such cash collateral was expended.

(d) Borrower acknowledges and agrees that, upon recordation of the Mortgage, Lender's interest in the Rents shall be deemed to be fully perfected, and enforced as to Borrower and all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of (a) commencing a foreclosure action with respect to this Mortgage, (b) furnishing notice to Borrower or tenants under the Leases, (c) making formal demand for the Rents, (d) taking possession of the Premises as a lender-in-possession, (e) obtaining

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the appointment of a receiver of the Rents and profits of the Premises, (f) sequestering or impounding the Rents, or (g) taking any other affirmative action.

(e) The collection of Rents and the application thereof as set forth in the Loan Documents shall not cure or waive any Event of Default or notice of default under the Loan Documents or invalidate any act done pursuant to such notice, except to the extent any such Event of Default is specifically waived in writing. Failure or discontinuance of Lender at any time, or from time to time, to collect any Rents shall not impair in any manner the subsequent enforcement by Lender of the right, power and authority herein conferred on Lender. Nothing contained herein, including the exercise of any right, power or authority herein granted to Lender, shall be, or be construed to be, an affirmation by Lender of any tenancy, Lease or option or right to possession otherwise, or an assumption of liability under, or the subordination of the lien or charge of this Mortgage to any such tenancy, Lease or option or right to possession otherwise. Borrower hereby agrees that in the event Lender exercises its rights as provided for in this Mortgage, Borrower waives any right to compensation for the use of Borrower's furniture, furnishings or equipment in the Premises for the period such assignment of rents or receivership is in effect, it being understood that the Rents derived from the use of any such items shall be applied to Borrower's obligations hereunder as provided for herein.

## CONDITIONS TO GRANT

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns forever, for the purposes and uses expressed herein or in the Loan Agreement.

To secure payment of the Indebtedness at the time and in the manner provided for its payment in the Note, the Loan Agreement and this Mortgage.

PROVIDED, HOWEVER, these presents are upon the express condition that, if the Indebtedness shall be paid to Lender at the time and in the manner provided in the Note, the Loan Agreement and this Mortgage, the Other Obligations as set forth in this Mortgage shall be performed and each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents shall be abided by and complied with, these presents and the estate hereby granted shall cease, terminate and be void with respect to the Premises, provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions of the Loan Documents with respect to matters relating to any period of time during which this Mortgage was in effect shall survive any such payment or release to the extent set forth in the Loan Documents or the Environmental Indemnity.

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## Article II - DEBT AND OBLIGATIONS SECURED

Section 2.1 Debt. This Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Indebtedness.

Section 2.2. Other Obligations. This Mortgage and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and
- (c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 Maturity Date. The unpaid balance of the Indebtedness evidenced by the Note and secured by this Mortgage shall be due and payable on November 1, 2017.

## Article III - DUE ON SALE/ENCUMBRANCE

Section 3.1 No Sale/Encumbrance. Borrower or any Person(s) owning an interest in Borrower shall not, in violation of the terms of the Loan Agreement, without the prior written consent of Lender, permit, acquiesce to or allow any of the following to occur: (i) a sale, conveyance, assignment, transfer, encumbrance (other than the lien hereof, the Lease(s), the Permitted Encumbrances and those liens which Borrower is contesting in accordance with the terms of the Loan Agreement), alienation, pledge or other disposition (whether directly or indirectly, voluntary or involuntary, or by operation of law) of all or any portion of the Premises or an interest in the Premises or direct or indirect ownership interests in the Borrower; (ii) the reconstitution or conversion of Borrower and/or any Person(s) owning an interest in Borrower from one entity to another type of entity; (iii) the issuance or other creation of ownership interests in the Borrower and/or any Person(s) owning an interest in Borrower; (iv) a merger, consolidation, reorganization or any other business combination with respect to Borrower and/or any Person(s) owning an interest in Borrower; (v) a conversion to or operation of all or any portion of the Premises as a cooperative or condominium form of ownership; or (vi) if the Borrower is a trust, or if a trust owns a direct ownership interest in Borrower, the revocation of such trust or the addition, deletion or substitution of a trustee of such trust. In the event of any inconsistencies between the terms and conditions of this Article III and the terms and conditions of Section 4.2.3 of the Loan Agreement, the terms and conditions of Section 4.2.3 of the Loan Agreement shall control and be binding.



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## Article IV - LENDER RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

### Section 4.1 Remedies.

(a) Upon the occurrence and continuance of any Event of Default, Lender may, but need not, make any payment or perform any act required of Borrower in the Loan Documents, in any form and manner deemed expedient and may, but need not, purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including but not limited to, reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on appeal, and any other money advanced by Lender to protect the Premises and the lien hereof, shall be so much additional Indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Default Rate from the date of expenditure or advance until paid. In making any payment hereby authorized relating to taxes or assessments or for the purchase, discharge, compromise or settlement of any prior lien, Lender may make such payment according to any bill, statement or estimate secured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof or without inquiry as to the validity or amount of any claim for lien which may be asserted.

(b) Upon the occurrence and continuance of any Event of Default, in addition to any other rights or remedies provided in the Loan Documents, at law, in equity or otherwise, Lender shall have the right to foreclose the lien hereof, and to the extent permitted herein and by applicable law to sell the Premises by sale independent of the foreclosure proceedings.

(c) Following the occurrence and continuance of an Event of Default, Borrower shall forthwith upon demand of Lender surrender to Lender possession of the Premises, and Lender shall be entitled to take actual possession of the Premises in any part thereof personally or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, its agents or assigns wholly therefrom, and may as attorney-in-fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted:

(i) hold, operate, maintain, repair, rebuild, replace, alter, improve, manage or control the Premises as it deems judicious, insure and reinsure the same and any risks related to Lender's possession and operation thereof and

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receive all Rents, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems necessary to enforce the payment or security of the Rents, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for Rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; and

(ii) conduct leasing activity pursuant to the provisions of the Loan Agreement.

Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease. Except to the extent that the same is caused solely by Lender's gross negligence or willful misconduct, should Lender incur any liability, loss or damage under any Leases, or under or by reason of the assignment of Leases contained herein, or in the defense of any claims or demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements in any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be added to the Indebtedness and secured hereby.

(d) Upon the occurrence and continuance of an Event of Default, Lender in the exercise of the rights and powers conferred upon it shall have the full power to use and apply the Rents, less costs and expenses of collection to the payment of or on account of the items listed in (i) – (iii) below, at the election of Lender and in such order as Lender may determine as follows:

(i) to the payment of (A) the expenses of operating and maintaining the Premises, (B) premiums on insurance as hereinabove authorized, (C) taxes and special assessments now due or which may hereafter become due on the Premises, and (D) expenses of placing the Premises in such condition as will, in the sole judgment of Lender, make it readily rentable;

(ii) to the payment of any principal, interest or any other Indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(iii) to the payment of established claims for damages, if any, and reasonable attorneys' fees and costs.

The manner of the application of Rents, the reasonableness of the costs and charges to which such Rents are applied and the item or items which shall be credited

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thereby shall be within the sole and unlimited discretion of Lender. To the extent that the costs and expenses in (i) and (iii) above exceed the amounts collected, the excess shall be added to the Indebtedness and secured hereby.

Section 4.2 Appointment of a Receiver. Upon the occurrence and continuance of any Event of Default, unless the same has been specifically waived in writing, Lender may apply to any court having jurisdiction for the appointment of a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Premises or the adequacy of Lender's security. Lender may be appointed as such receiver. The receiver shall have power to collect the Rents during the pendency of any foreclosure proceedings and, in case of a sale, during the full statutory period of redemption, if any, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such Rents. In addition, the receiver shall have all other powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its possession at Lender's election and in such order as Lender may determine in payment in full or in part of those items listed in the section above.

Section 4.3 Application of Proceeds After Foreclosure or Sale. The proceeds of any foreclosure sale, or other sale of the Premises in accordance with the terms hereof or as permitted by law, shall be distributed and applied in the following order of priority: first, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings; second, to the payment of all items which under the terms hereof constitute secured Indebtedness in such order as Lender may elect in its sole and absolute discretion; third, then any surplus to such parties as are entitled thereto under any applicable legal requirements; and then the remainder, if any, to the Borrower or Borrower's successors or assigns, as their rights may appear. In any suit to foreclose the lien of the Mortgage, and in any sale proceedings of the Premises, there shall be allowed and included as additional Indebtedness payable by Borrower to Lender and secured hereby all expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees and costs, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs, environmental audits and costs of procuring appropriate evidence of title, as Lender deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

## Article V - Miscellaneous

Section 5.1 Invalidity of Provisions. In the event one or more provisions of the Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Loan Documents shall be construed as if any such provision had never been contained herein.

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Section 5.2 Release upon Payment in Full. Upon payment in full of the principal sum, interest and other Indebtedness secured by the Loan Documents, these presents shall be null and void, and Lender shall release this Mortgage and the lien hereof by proper instrument executed in recordable form.

Section 5.3 Successors and/or Assigns. This Mortgage and all provisions hereof shall inure to the benefit of the heirs, successors and assigns of Lender and shall bind the heirs and successors and assigns of Borrower.

Section 5.4 Conflict/Construction of Documents. The terms of the Loan Documents and the Environmental Indemnity shall be construed and interpreted without any presumption, inference, or rule requiring construction or interpretation of any provision of the Loan Documents and the Environmental Indemnity against the interest of the party causing the Loan Documents and the Environmental Indemnity or any portion of it to be drafted. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. Borrower is entering into the Loan Documents and the Environmental Indemnity freely and voluntarily without any duress, economic or otherwise.

Section 5.5 Limitation on Lender's Responsibility. No provision of the Loan Documents shall operate to place any obligation or liability for the control, care, management or repair of the Premises upon Lender, nor shall it operate to make Lender liable for carrying out any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by the tenants or any other Person, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 5.6 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state where the Premises is located, without regard to its conflicts of law principles.

Section 5.7 Waiver of Trial by Jury. BORROWER AND LENDER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTIONS BROUGHT BY BORROWER OR LENDER IN CONNECTION WITH THIS MORTGAGE, ANY OF THE LOAN DOCUMENTS, THE INDEBTEDNESS SECURED HEREBY, OR ANY OTHER STATEMENTS OR ACTIONS OF LENDER.

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Section 5.8 Joint and Several. If more than one party is obligated for any obligations hereunder, then all obligations and agreements of such parties, as applicable, shall be joint and several.

Section 5.9 Headings, etc. The headings and captions of various paragraphs of this Mortgage 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 5.10 Counterparts. This Mortgage may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

Section 5.11 Limitation of Liability. Notwithstanding anything to the contrary in this Mortgage, or the other Loan Documents, Lender acknowledges and agrees that for so long as RFTC 1 Corp., RFTC 2 Corp. and SDOP Corp. (or any combination resulting from a Partial Release) are collectively Borrower the obligations and liability of Borrower hereunder and under the other Loan Documents (in its capacity as Borrower), including without limitation, the Environmental Indemnity Agreement, shall be limited to the property and assets of Borrower only, and no other recourse shall be had to any of the property or assets of the members of Borrower, or any of their respective partners, members, officers, directors, or shareholders.

## Article VI - SPECIAL LOCAL PROVISIONS

Section 6.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article VI and the terms and conditions of this Mortgage, the terms and conditions of this Article VI shall control and be binding.

Section 6.2 Illinois Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. herein called the "**Act**"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon the occurrence and during the continuation of an Event of Default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act,

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whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness.

(d) Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption to the extent allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

(e) Borrower and Lender shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

## Section 6.3 Borrower Waivers.

(a) Borrower agrees, to the fullest extent that Borrower may lawfully so agree, that Borrower will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Premises or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Borrower, for Borrower and all who may claim through or under Borrower, so far as Borrower or those claiming through or under Borrower now or hereafter lawfully may, hereby waives the benefit of all such laws. Borrower, to the extent Borrower may lawfully do so, hereby waives any and all right to have the Premises marshaled upon any foreclosure of this Mortgage, or sold in inverse order of alienation, and agrees that Lender or any court having jurisdiction to foreclose this Mortgage may sell the Premises as an entirety. If any law now or hereafter in force referred to in this paragraph of which Borrower or Borrower's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

(b) In the event of the commencement of judicial proceedings to foreclose this Mortgage, Borrower, on behalf of Borrower, its successors and assigns, and each and every Person or Entity they may legally bind acquiring any interest in or title to the Premises subsequent to the date of this Mortgage: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law)

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reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and (b), to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Premises, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

Section 6.4 Maximum Amount Secured. The maximum principal Indebtedness secured by this Mortgage, including Loan proceeds plus any additional charges shall not exceed two hundred percent (200%) of the face amount of the Note.

Section 6.5 Collateral Protection Act. Unless Borrower provides Lender with evidence of the insurance required by this Mortgage or any other Loan Document, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Premises or any other Collateral for the Indebtedness secured hereby. This insurance may, but need not, protect Borrower's interests. The coverage Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Premises or any other Collateral for the Indebtedness secured hereby. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required under by this Mortgage or any other Loan Document. If Lender purchases insurance for the Premises or any other Collateral for the Indebtedness secured hereby, Borrower shall be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own.

Section 6.6 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Premises which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Borrower) and Secured Party (Lender) as set forth in the first paragraph of this Mortgage.

Section 6.7 Future Advances. This Mortgage secures not only present Indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Lender, or otherwise. The amount of Indebtedness secured hereby may increase or decrease from time to time, and the rate or rates of interest payable may vary from time to time.

Section 6.8 Loan Made for Business Purposes. Borrower acknowledges and agrees that:

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(i) The Premises do not constitute agricultural real estate as defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act.

(ii) (A) the proceeds of the Loan will be used in conformance with subparagraph (1)(l) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4(1)(l)); (B) the Loan secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4; (C) the Loan secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4; and (D) the secured Loan is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 *et. seq.* has been entered into solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said section.

Section 6.9 Other Terms. This Mortgage secures the full and timely payment of the obligations secured hereby, including, among other things, the obligation to pay interest on the unpaid balance at a rate of interest as provided in the Loan Documents. The regular non-default interest rate payable in respect of the obligations secured by this Mortgage is Two and Seventy-five-hundredths percent (2.75%).

(Signatures on next page)



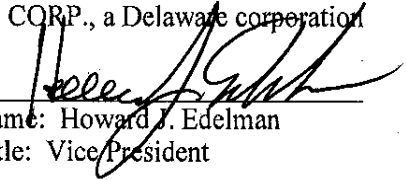
# UNOFFICIAL COPY

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed and delivered as of the date first above written.

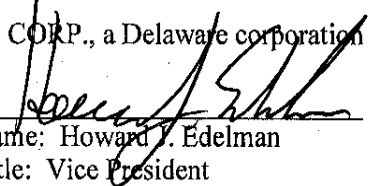
RFTC 1 CORP., a Delaware corporation

By

  
Name: Howard J. Edelman  
Title: Vice President

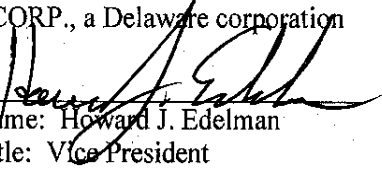
RFTC 2 CORP., a Delaware corporation

By

  
Name: Howard J. Edelman  
Title: Vice President

SDOP CORP., a Delaware corporation

By

  
Name: Howard J. Edelman  
Title: Vice President

DW\dts:757200\loan documents\mtg.doc  
10/25/12

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

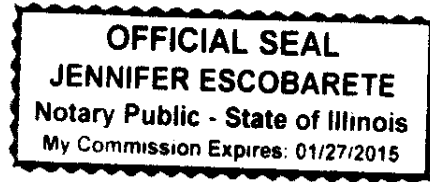
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Howard J. Edelman, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of SDOP Corp., a Delaware corporation, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of October, 2012.

Jennifer Escobarete  
Notary Public

My Commission Expires: 1/27/2015



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

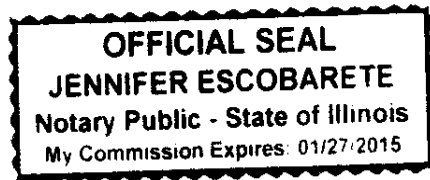
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Howard J. Edelman, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of RFTC 1 Corp., a Delaware corporation, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of October, 2012.

Jennifer Escobarete  
Notary Public

My Commission Expires: 11/27/2015



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

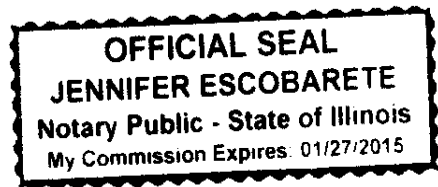
COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Howard J. Edelman, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of RFTC 2 Corp., a Delaware corporation, appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of October, 2012.

Jennifer Escobarete  
Notary Public

My Commission Expires: 1/27/2015



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Loan No. 757200

Property of Cook County Clerk's Office



**UNOFFICIAL COPY****Legal Description***Shops of Downtown Oak Park*

## PARCEL 1:

LOTS 1 THROUGH 7, INCLUSIVE, AND THOSE PARTS OF LOTS 8, 9 AND 10 NOT TAKEN OR USED FOR NORTH BOULEVARD OR HARLEM AVENUE (EXCEPT THE NORTH 18.5 FEET OF LOTS 1 AND 10) IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

LOT 11 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOT 10 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

THE NORTH 71.84 FEET OF LOT 1 AND THE NORTH 71.84 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; EXCEPTING THEREFROM THAT PART OF PARCEL 4 HERETOFORE DEDICATED,

## DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO A POINT 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN A NORTHEASTERLY DIRECTION TO A POINT 20.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND ALONG THE NORTH LINE OF SAID LOT 1; THENCE PROCEED IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

THE EAST 1/2 OF LOT 2 (EXCEPT THE SOUTH 18.5 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

LOT 1 (EXCEPT THE NORTH 71.84 FEET) AND THE WEST 1/2 OF LOT 2 (EXCEPT THE NORTH 71.84 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Continued

## PARCEL 7:

LOTS 3, 4 AND WEST 1/2 OF LOT 5 (EXCEPT THE SOUTH 18.5 FEET OF SAID LOTS CONVEYED TO THE VILLAGE OF OAK PARK FOR STREET PURPOSES BY DEED RECORDED AS DOCUMENT 11015875) IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THAT PART OF WESTGATE STREET, LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED 10.00 FEET NORTH TO A POINT 10.00 FEET NORTH OF SAID SOUTHWEST CORNER OF SAID LOT 1; THENCE PROCEED IN AN EASTERLY DIRECTION 225.00 FEET TO A POINT 10.00 FEET NORTH OF THE SOUTH LINE OF LOT 5 IN WHAPLE'S SUBDIVISION AFORESAID; THENCE PROCEED NORTH 10.00 FEET TO A POINT, WHICH IS 24.99 FEET WEST OF THE EAST LINE OF SAID LOT 5; THENCE PROCEED 225.00 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

THAT PART OF WESTGATE STREET, DESCRIBED AS FOLLOWS: THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOTS 1 AND 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND THE SOUTH 14.00 FEET OF THE NORTH 18.50 FEET OF LOT 11 AND WEST 1/2 OF LOT 10 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

THAT PART OF NORTH BOULEVARD, LYING ADJACENT TO THE PARCELS OF LAND AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID; PROCEED IN A SOUTHERLY DIRECTION 15.00 FEET SOUTH; THENCE PROCEED IN A WESTERLY DIRECTION 160.00 FEET TO A POINT 40 FEET.00 WEST OF THE EAST LINE OF LOT 9 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID AND 40.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHWESTERLY DIRECTION TO A POINT 90.00 FEET WEST OF THE EAST LINE OF SAID LOT 9 AND 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A WESTERLY DIRECTION, 30.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A NORTHERLY DIRECTION 25.00 FEET TO A POINT 1.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE PROCEED IN A WESTERLY DIRECTION 10.00 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A NORTHERLY DIRECTION 4.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE PROCEED IN A SOUTHEASTERLY DIRECTION 152.73 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN THEO. WHAPLE'S RESUBDIVISION AFORESAID; THENCE PROCEED IN A EASTERLY DIRECTION 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

PARCEL A:

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Continued

BEGINNING AT A POINT ON THE EAST LINE OF HARLEM AVENUE, THAT IS 25.00 FEET SOUTH OF THE SOUTH LINE OF LAKE STREET, SAID POINT IS ALSO 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREE, 11 MINUTE, 51 SECOND WEST ALONG THE EAST LINE OF HARLEM AVENUE AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.50 FEET TO THE NORTH LINE OF WESTGATE STREET, AS VACATED; THENCE SOUTH 89 DEGREES, 27 MINUTES, 21 SECONDS EAST ALONG THE NORTH LINE OF WESTGATE STREET, A DISTANCE OF 225.00 FEET; THENCE NORTH 00 DEGREE, 11 MINUTES, 53 SECONDS EAST, A DISTANCE OF 205.89 FEET TO THE SOUTH LINE OF LAKE STREET; THENCE SOUTH 89 DEGREES, 56 MINUTES, 07 SECONDS WEST, ALONG THE SOUTH LINE OF LAKE STREET, A DISTANCE OF 205.00 FEET; THENCE SOUTH 38 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 32.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF WESTGATE STREET, AS VACATED AND THE EAST LINE OF HARLEM AVENUE, SAID POINT IS ALSO THE NORTH WEST CORNER OF LOT 1 IN THEO. WHAPLE'S RESUBDIVISION OF LOTS 12 TO 14 IN BLOCK 1 OF WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE EAST LINE OF HARLEM AVENUE, SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 203.67 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 10.02 FEET; THENCE SOUTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 74 DEGREES, 04 MINUTES, 07 SECONDS EAST, A DISTANCE OF 51.95 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 32 SECONDS EAST, A DISTANCE OF 160.00 FEET; THENCE NORTH ALONG THE EAST LINE OF LOT 10 IN SAID WHAPLE'S SUBDIVISION, NORTH 00 DEGREE, 11 MINUTES, 40 SECONDS EAST, A DISTANCE OF 228.27 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21 SECONDS WEST, A DISTANCE OF 24.99 FEET; THENCE NORTH 00 DEGREE, 11 MINUTES, 51 SECONDS WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 21 SECONDS WEST, A DISTANCE OF 225.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

*Tax Parcels :* 16-07-124-002-0000  
 16-07-124-003-0000  
 16-07-124-004-0000  
 16-07-124-032-0000  
 16-07-124-033-0000  
 16-07-125-001-0000  
 16-07-125-002-0000  
 16-07-125-003-0000  
 16-07-125-004-0000  
 16-07-125-027-0000  
 16-07-125-028-0000

*Address: 401-417 and 425-435 N. Harlem Ave, Oak Park, IL*



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## Legal Description

*River Forest Town Center 2*

PARCEL 1:

LOTS 1 THROUGH 12 IN BLOCK 2 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF CLINTON PLACE WITH THE NORTH RIGHT OF WAY LINE OF GARDEN STREET ALSO BEING THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF HARLEM QUICK'S SUBDIVISION OF PART OF SAID NORTHEAST 1/4 OF SECTION 12; THENCE NORTH 89 DEGREES 42 MINUTES 36 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF GARDEN STREET, 301.99 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BONNIE BRAE; THENCE SOUTH 00 DEGREES 30 MINUTES 52 SECONDS WEST, 30.00 FEET TO THE NORTHEAST CORNER OF LOT 12 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF GARDEN STREET; THENCE SOUTH 89 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF GARDEN STREET, 301.88 FEET TO THE NORTHWEST CORNER OF LOT 7 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF CLINTON PLACE; THENCE NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF CLINTON PLACE WITH THE NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE ALSO BEING THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 2 OF HARLEM QUICK'S SUBDIVISION OF PART OF SAID NORTHEAST 1/4 OF SECTION 12; THENCE SOUTH 89 DEGREES 51 MINUTES 19 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE, 301.07 FEET (RECORD BEING 301.50 FEET) TO THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 2 OF SAID HARLEM QUICK'S SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BONNIE BRAE; THENCE SOUTH 00 DEGREES 30 MINUTES 52 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE, EXTENDED SOUTH OF SAID BONNIE BRAE, 25.50 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 19 SECONDS WEST, 300.97 FEET TO THE EAST RIGHT OF WAY LINE, EXTENDED SOUTH, OF SAID CLINTON PLACE; THENCE NORTH 00 DEGREES 17 MINUTES 46 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, EXTENDED SOUTH OF CLINTON PLACE, 25.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT IN FAVOR OF PARCELS 1 TO 3, AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT MADE BY VILLAGE OF RIVER FOREST TO CHITOWN-RIVER FOREST, L.L.C., RECORDED OCTOBER 18, 2005 AS DOCUMENT NUMBER 0529155215 FOR A PARKING LOT, DRIVEWAY AND/OR ANY OTHER IMPROVEMENTS SPECIFIED IN ANY PLANNED DEVELOPMENT PERMIT ISSUED BY THE VILLAGE OF RIVER FOREST, OVER, UNDER AND ACROSS THE EASEMENT PREMISES, AS DESCRIBED ON EXHIBIT "C" THEREIN.

*Tax Parcel 15-12-221-014-0000*

*Address 7331-7349 W. Lake Street, River Forest, IL*

Legal Description

N01121608/54

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## Legal Description

*River Forest Town Center 1*

### PARCEL 1:

A TRACT OF LAND COMPRISED OF THE WEST TWO-THIRDS OF LOT 6, THAT PART OF THE EAST TWO-THIRDS OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF VACATED GARDEN STREET, THE WEST ONE-THIRD OF LOT 7, LOTS 8, 9, 10 AND 11, LOTS 12 TO 22, BOTH INCLUSIVE, ALL IN BLOCK 1 IN HARLEM-QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

TOGETHER WITH LOTS 1 TO 5, INCLUSIVE, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST ONE-THIRD OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO A 10.00 FOOT WIDE STRIP OF LAND LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOTS 12 TO 22, BEING THAT PART OF CENTRAL AVENUE HERETOFORE VACATED BY ORDINANCE NUMBER 2572, PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST ON NOVEMBER 23, 1993, TOGETHER WITH THOSE PARTS OF GARDEN STREET VACATED BY ORDINANCE PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST MAY 17, 1948 AND BY ORDINANCE NUMBER 2572, PASSED NOVEMBER 23, 1993;

EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 11 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE EAST 28.15 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A STRAIGHT, 39.75 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, SAID POINT BEING 27.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE NORTH 27.50 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 5, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 39 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 46 MINUTES 20 SECONDS EAST (ASSUMED) 27.00 FEET ALONG THE EASTERLY LINE THEREOF, SAID EASTERLY LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE (ILLINOIS ROUTE 43); THENCE NORTH 38 DEGREES 48 MINUTES 31 SECONDS WEST 34.08 FEET TO THE NORTHERLY LINE OF SAID LOT; THENCE NORTH 88 DEGREES 47 MINUTES 57 SECONDS EAST 21.00 FEET ALONG SAID NORTHERLY LINE TO SAID POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS FOR THE EXCLUSIVE USE OF VEHICULAR TRAFFIC SERVING PARCEL 1, AND TO INSTALL AND MAINTAIN A SCISSORS LIFT THEREIN, AND TO AND CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND OPERATE A MOUNTABLE CURB, STRIPING OR OTHER RELATED FACILITIES AS CREATED BY GRANT OF EASEMENT DATED NOVEMBER 23, 1993 AND RECORDED APRIL 8, 1994 AS DOCUMENT 94319784 FROM THE VILLAGE OF RIVER FOREST TO RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP ON, UPON, OVER, THROUGH, ACROSS OR UNDER A STRIP OF LAND AS DESCRIBED AS FOLLOWS:

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Continued

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING 10.00 FEET SOUTH OF THE POINT FORMED BY THE INTERSECTION OF THE EAST LINE OF BONNIE BRAE AND THE SOUTH LINE OF BLOCK 1 IN HARLEM QUICK'S SUBDIVISION ALSO BEING THE ORIGINAL NORTH LINE OF CENTRAL AVENUE PER HARLEM QUICK'S SUBDIVISION, THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE OF BONNIE BRAE EXTENDED; A DISTANCE OF 16.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF CENTRAL AVENUE A DISTANCE OF 536.75 FEET; THENCE NORTH ALONG A LINE BEING THE WEST LINE OF HARLEM AVENUE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE WEST ALONG A LINE BEING THE CURRENT NORTH LINE OF CENTRAL AVENUE, A DISTANCE OF 536.75 FEET TO THE POINT OF BEGINNING.

Tax Parcels: 15-12-222-001-0000

15-12-222-002-0000

15-12-222-003-0000

15-12-222-004-0000

15-12-222-005-0000

15-12-222-020-0000

15-12-222-023-0000

Address: 7231-7265 W. Lake Street and 7201 N. Harlem Ave  
7211-7221 W. Lake Street, 7251 W. Lake Street, River  
Forest, IL