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Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption

Doc#: 1336122080 Fee: \$80.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/27/2013 01:55 PM Pg: 1 of 22

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 27-14-201-020-0000

Address:

Street:

8021 West 151st Street

Street line 2:

City: Orland Park

Lender: General Electric Capital Corporation

Borrower: Orland Park Memory Care, LLC

Loan / Mortgage Amount: \$9,900,000.00

1204 COUNTY C/B/75
-76 This property is located within the program area and is exempt from the requirements of 765 1205 77/70 et seq. because it is commercial property.

Certificate number: AE058767-2DB5-4BC6-9F02-A6770685B291

Execution date: 12/20/2013

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This instrument prepared by and after recording, return to:

Thompson & Knight LLP One Arts Plaza 1722 Routh Street, Suite 1500 Dallas, TX 75201 Attention: Adam Hill

Loan No. 70004508

PIN: 27-14-201-020-0000; 27-14-201-019-0000

Street Address: 8021 West 151st Street, Orland Park, Illinois 60462

1045

SPACE ABOVE THIS LINE FOR RECOPDER'S USE ONLY

134818930

MORTGAGE, ASSIGNMENT OF LEASUS AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS INSTRUMENT SECURES A VARIABLE RATE PROMISSORY NOTE. THE INTEREST RATE ON THE NOTE VARIES ACCORDING TO CHANGES IN THE FLOATING RATE AND/OR "LIBOR" AS MORE PARTICULARLY SET FORTH IN THE LOAN AGREEMENT.

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Mortgage") is executed as of December 20, 2013, by ORLAND PARK MEMORY CARE, LLC, a Delaware limited liability company (dba Autumn Leaves of Orland Park) ("Borrower"), whose address is 545 E. John Carpenter Freeway, Suite 500, Irving (Las Colinas), Texas 75062, for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as administrative agent (in such capacity, "Administrative Agent"), for the lenders under the Loan Agreement described below (the "Lenders"), whose address is 500 West Monroe Street, Chicago, Illinois 60661, Attention: Manager, Portfolio Management Group.

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Old Republic National Title Insurance Company 20 South Clark Street Suite 2000 Chicago, IL 60603

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RECITALS:

- A. Simultaneously with the execution of this Mortgage, Borrower, Administrative Agent and the initial Lenders have executed a Loan Agreement dated of even date herewith (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Loan Agreement"), pursuant to which Lenders have agreed to make a loan to Borrower in the maximum principal amount of \$9,900,000 (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Loan"). All terms used but not otherwise defined herein shall have the meaning provided in the Loan Agreement.
- B. Borrower is required by the Loan Agreement to execute and deliver this Mortgage to, among concrethings, secure payment of the Indebtedness and performance of the Obligations, which Borrower is willing to do in consideration of the agreement of the Lenders to make the Loan to Borrower parsuant to the terms of the Loan Agreement.

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Administrative Agent agree as follows:

ARTICLE 1 <u>DrFINITIONS</u>

Section 1.1 <u>Definitions</u>. As used herein, the following terms shall have the following meanings:

"Contract Rights": All of Borrower's rights under (a) the Security Agreement and Assignment of Leases and Rents dated of even date with this Agreement executed by Operating Tenant for the benefit of Borrower, (b) the Acknowledgement and Agreement of Property Manager dated of even date with this Agreement executed by TLG Family Management, LLC, a Texas limited liability company (dba Constant Care Family Management) for the benefit of Borrower; (c) the Assigned Account Agreement among Borrower, Operating Tenant, Administrative Agent, and the Deposit Account Bank, and (d) all other decuments now or hereafter entered into by and between Operating Tenant and Borrower, in each case, to secure Operating Tenant's obligations due to Borrower under the Operating Lease.

"Indebtedness": The sum of all principal, interest and all other amounts durinder or secured by the Loan Documents.

"Loan Documents": The (a) Loan Agreement, (b) Note, (c) this Mortgage, (d) all documents included within the definition of "Loan Documents" in the Loan Agreement, (e) all other documents now or hereafter executed by Borrower or any other person or entity, to evidence, secure or guaranty the payment of all or any portion of the Indebtedness or the performance of all or any portion of the Obligations or otherwise executed in connection with the Note or this Mortgage, and (f) all modifications, restatements, extensions, renewals and

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replacements of the foregoing; provided however, in no event shall the term "Loan Documents" include that certain Hazardous Materials Indemnity Agreement dated the date hereof in favor of Administrative Agent.

"Mortgaged Property": (a) the real property described in Exhibit A (the "Land"), (b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (c) all materials, supplies, equipment, plumbing fixtures, apparatus and other items of personal property now owned or hereafter acquired by Borrower and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (d) all right, title and interest of Borrower in and to the Contract Rights and all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter accounted by Borrower and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes. electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Borrower under leases of Fixtures or other personal property or equipment, inventory, all refuncable returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Borrower with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property, all accounts arising from the operation of the Mortgaged Property, and all rights to payment from state or tederal programs, boards. bureaus or agencies and rights to payment from patients, private insure's and others arising from the operation of the Mortgaged Property to the extent assignable or that a cocurity interest therein may be granted as a matter of applicable law and under the terms thereof, including healthcare receivables (the "Personalty"), (e) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) and tained by Borrower with respect to the Mortgaged Property, (f) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (g) all right, title and interest of Borrower in and to all leases, including, without limitation, the Operating Lease, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Mortgaged Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether arising before or after the filing by or against Borrower of any petition of relief under 11 U.S.C. § 101 et seq., as same may be

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amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (h) all right, title and interest of Borrower in and to all of the rents, revenues, liquidated damages payable upon default under the Leases, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (the "Rents"), (i) all right, title and interest of Borrower in and to all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements, in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agree neats"), (j) all right, title and interest of Borrower in and to all rights. privileges, tenements, k-reditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Borrower in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (k) all right. title and interest of Borrower in and to all insurance policies (regardless of whether required by Administrative Agent), unearned premiums therefor and proceeds from such policies covering any of the above property now or hercefter acquired by Borrower, (l) all right, title and interest of Borrower in and to all mineral, water, o' and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, (r.) all right, title and interest of Borrower in and to all water, ditches, wells, reservoirs and drains and water, irrigation ditch, well reservoir and drainage rights (whether riparian, appropriative or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with the Land or the other Mortgaged Property, and all shares of stock evidencing any such water rights, (n) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property, (o) all of Borrower's right, title and interest in and to any awards, remunerations, rein bursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and (p) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof. As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Note": The Promissory Note of even date executed by Borrower, payable to the order of *GE Capital Bank, a Utah industrial bank, in the stated principal amount of \$9,900,000, which note is due and payable on December 20, 2018, unless extended as provided in the Loan Agreement, and each note executed by Borrower and payable to the order of a Lender in replacement thereof.

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower or any other person or entity to the Secured Parties or others as set forth in the Loan Documents

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including, without limitation, the obligations under any Secured Hedge Agreements. This Deed of Trust shall not secure any obligations under the Environmental Indemnity Agreement.

"Operating Lease": The Lease Agreement dated of even date with this Mortgage, entered into by and between Borrower and Operating Tenant, as the same may be amended from time to time.

"Operating Tenant": HSRE-LSGI III TRS, LLC, a Delaware limited liability company, and its successors and assigns.

"<u>For nitted Encumbrances</u>": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Deed of 'Irus', together with the liens and security interests in favor of Administrative Agent created by the Loan Documents.

"State": The Scare of Illinois.

"<u>UCC</u>": The Uniform Commercial Code of the State in effect from time to time or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than the State, then, as to the matter in question, the Uniform Commercial Code in effect in that state from time to time

Section 1.2 <u>Other Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

ARTICLE 2 GRANT

Section 2.1 Grant. To secure the full and timely plyment of the Indebtedness and the full and timely performance of the Obligations, Borrower herety MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS and ASSIGNS to Administrative Agent, its successors, successors in title and assigns, the Mortgaged Property, subject, however, to the Permitted Encumbrances; TO HAVE AND TO HOLD the Mortgaged Property to Administrative Agent, its successors, successors in title and assigns, and Borrower does hereby pind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Administrative Agent and its successors, successors in title and assigns.

ARTICLE 3 WARRANTIES, REPRESENTATIONS AND COVENANTS

Borrower warrants, represents and covenants to Administrative Agent as follows:

Section 3.1 <u>Title to Mortgaged Property and Lien of this Instrument</u>. Borrower owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property. Borrower warrants that Borrower has good, <u>MORTGAGE, ASSIGNMENT OF LEASES AND RENTS</u>,

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marketable and insurable title to the Mortgaged Property and has the full power, authority and right to execute, deliver and perform its obligations under this Mortgage.

- Section 3.2 <u>First Lien Status</u>. Borrower shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Borrower shall promptly, and at its expense, (a) give Administrative Agent a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, in Administrative Agent's discretion, provide a bond or other security satisfactory to Administrative Agent for the payment of such claim.
- Section 3.3 Payment and Performance. Borrower shall pay the Indebtedness when due under the Loan. Documents and shall perform the Obligations in full when they are required to be performed.
- Section 3.4 Replacement of Fixtures and Personalty. Borrower shall not, without the prior written consent of Administrative Agent, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Borrower subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Administrative Agent. Notwithstanding the foregoing, Borrower may lease or finance items of Personalty without Administrative Agent's consent provided that the aggregate annual lease or debt service payments with respect thereto do not exceed \$50,000.00.
- Section 3.5 <u>Maintenance of Rights of Way, Eas ments and Licenses</u>. Borrower shall maintain all rights of way, easements, grants, privileges, idenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Administrative Agent, consent to any public distriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Borrower shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.
- Section 3.6 <u>Inspection</u>. Borrower shall permit Secured Parties and their agents, representatives and employees, upon reasonable prior notice to Borrower, to inspect the Mortgaged Property and conduct such environmental and engineering studies as Secured Parties may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.
- Section 3.7 Other Covenants. All of the covenants in (a) the Loan Agreement, (b) the Note and (c) any of the other Loan Documents are incorporated herein by reference and are made a part of this Mortgage to the same extent and with the same force as if fully set forth herein and, together with covenants in this Article 3, shall be covenants running with the land.

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The covenants set forth in the Loan Agreement include, among other provisions: (v) the obligation to pay when due all taxes on the Mortgaged Property or assessed against Administrative Agent with respect to the Loan, (w) the right of Secured Parties to inspect the Mortgaged Property, (x) the obligation to keep the Mortgaged Property insured as Administrative Agent may require, (y) the obligation to comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, and (z) except as otherwise permitted under the Loan Agreement, the obligation of Borrower to obtain Administrative Agent's consent prior to entering into, modifying or taking other actions with respect to Leases.

Section 3.8 Condemnation Awards and Insurance Proceeds.

- (a) Gerelemnation Awards. Subject to the terms of the Loan Agreement, Borrower assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Administrative Agent and authorizes Administrative Agent to collect and receive such awards and compensation and to give proper receipts and acquittances therefor.
- (b) <u>Insurance Proceeds</u>. Subject to the terms of the Loan Agreement, Borrower assigns to Administrative Agent all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Subject to the terms of the Loan Agreement, Borrower authorizes Administrative Agent to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance poincies to make payment for all such losses directly to Administrative Agent, instead of to Borrower and Administrative Agent jointly.

Section 3.9 <u>Transfer or Encumbrance of Mortgaged Property.</u>

- (a) No Transfer. It shall be an Event of Default if Borrower shall permit or suffer any Transfer to occur, unless specifically permitted by Section 8.1 of the Loan Agreement or unless Administrative Agent shall consent thereto in writing.
- (b) Transfer Defined. As used in this Section 3.9, 'Fransfer' shall mean any voluntary or involuntary sale, conveyance, mortgage, grant, bargain, mast it lease, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of: (a) all or any part of the Mortgaged Property or any estate or interest therein including, but not limited to, (i) an installment sales agreement wherein Borrower agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments, (ii) an agreement by Borrower leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder and its affiliates or (iii) a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Leases or any Rents; or (b) any ownership interest in (i) Borrower, (ii) any indemnitor or guarantor of any Obligations or (iii) any corporation, partnership, limited liability company, trust or other entity owning, directly or indirectly, any interest in Borrower or any indemnitor or guarantor of any Obligations.

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ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4.1 <u>Remedies</u>. If an Event of Default exists, Administrative Agent may, at Administrative Agent's election, exercise any or all of the following rights, remedies and recourses:

- (a) <u>Acceleration</u>. Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Borrowe.), whereupon the same shall become immediately due and payable.
- (b) <u>Extry on Mortgaged Property</u>. To the extent permitted by law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. It Borrower remains in possession of the Mortgaged Property after an Event of Default and without Administrative Agent's prior written consent, Administrative Agent may invoke any legal remedies to dispossess Borrower.
- (c) Operation of Mcrtgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Administrative Agent may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Administrative Agent deems necessary or desirable), and apply all Rent, and other amounts collected by Administrative Agent in connection therewith in accordance with the provisions of Section 4.7.
- (d) Foreclosure and Sale. Sell Institute proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Borrower shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual tar both at law and in equity against Borrower, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Borrower. Administrative Agent may be a purchaser at such sale and if Administrative Agent is the highest bidder, may credit the portion of the purchase price that would be distributed to Administrative Agent against the Indebtedness in lieu of paying cash.
- (e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and, to the extent permitted by applicable law, without notice to Borrower or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness and the Obligations, the appointment of a receiver of the Mortgaged Property, and Borrower irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and

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shall apply such Rents in accordance with the provisions of Section 4.7. The receiver may serve without bond if permitted by law. Employment by Administrative Agent shall not disqualify a person from serving as a receiver.

- (f) <u>UCC Remedies</u>. Exercise any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing: (i) the right to take possession of the personal property or any part thereof, and to take such other measures as Administrative Agent may deem necessary for the care, protection and preservation of the personal property, and (ii) request Borrower at its expense to assemble the personal property and make it available to Administrative Agent at the Land. Any notice of sale, disposition or other intended action by Administrative Agent with respect to the personal property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, snall constitute commercially reasonable notice to Borrower.
- (g) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenar contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Mortgage).
- Section 4.2 <u>Separate Sales</u>. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Alministrative Agent in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales unless for the entire Mortgaged Property.
- Agent shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Borrower or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Administrative Agent (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Administrative Agent in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.
- Section 4.4 Release of and/or Resort to Collateral. Administrative Agent may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness and the Obligations, Administrative Agent may resort to any other security in such order and manner as Administrative Agent may elect.

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- Section 4.5 <u>Waiver of Redemption, Notice and Marshalling of Assets</u>. To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Administrative Agent's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.
- Section 4.6 <u>Discontinuance of Proceedings</u>. If Administrative Agent shall have proceeded to myoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Administrative Agent shall have the unqualified right to do so and, in such an event, Borrower and Administrative Agent shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortga 3cd Property and otherwise, and the rights, remedies, recourses and powers of Administrative Agent shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Administrative Agent thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.
- Section 4.7 <u>Application of Proceeds</u> The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Admiristrative Agent (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:
- (a) to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, in proving and selling the same, including, without limitation (i) receiver's fees and expenses, (ii) court costs, (iii) reasonable attorneys' and accountants' fees and expenses, (iv) costs of advertisement, (v) insurance premiums and (vi) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;
- (b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Administrative Agent under the Loan Documents;
- (c) to the payment of the Indebtedness and performance of the Obligations in accordance with the terms of the Loan Agreement; and
 - (d) the balance, if any, to the payment of the persons legally entitled thereto.

Section 4.8 <u>Occupancy After Foreclosure</u>. The purchaser at any foreclosure sale shall become the legal owner of the Mortgaged Property. All occupants of the Mortgaged

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Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure sale and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Mortgaged Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

- (a) If any Event of Default exists, Administrative Agent shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Borrower. All sums advanced and expenses incurred at any time by Administrative Agent under this Section 4.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.
- (b) Borrower shall pay all reasonable expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness and the Obligations or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Administrative Agent in respect thereof, by litigation or otherwise (including, without limitation, litigation preparation costs and expenses, paraprofessional fees, secretarial evertime, depositions, electronic research, postage, travel, communications and related costs and expenses).
- Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforcied to Administrative Agent under the Loan Documents, at law or in equity shall cause Administrative Agent to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Administrative Agent to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.
- Section 4.11 <u>Actions and Proceedings</u>. Administrative Agent has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Administrative Agent, in Administrative Agent's reasonable discretion, decides should be brought to protect Administrative Agent's interest in the Mortgaged Property.

ARTICLE 5 ASSIGNMENT OF RENTS AND LEASES

Section 5.1 <u>Assignment</u>. Borrower acknowledges and confirms that it has executed and delivered to Administrative Agent an Assignment of Leases and Rents of even date (as

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amended, modified, supplemented, extended, renewed or replaced from time to time, the "Assignment of Leases and Rents"), intending that such instrument create a present, absolute assignment to Administrative Agent of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases and Rents, Borrower hereby assigns to Administrative Agent, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Administrative Agent shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 4 hereof, including, without limitation, the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

Section 3.2 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured pereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property and not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Borrower, Administrative Agent, any lessee or any third party by purchase or otherwise.

ARTICLE 6 SECURITY AGREEMENT

Section 6.1 <u>Security Interest</u>. This Mortgage constitutes a "<u>Security Agreement</u>" on personal property within the meaning of the JCC and other applicable law with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Borrower grants to Administrative Agent, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Administrative Agent shall have all the right, and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Administrative Agent with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements sent to Borrower at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Borrower.

Section 6.2 Further Assurances. Borrower shall execute and deliver to Administrative Agent, in form and substance satisfactory to Administrative Agent, such further assurances as Administrative Agent may, from time to time, reasonably consider necessary to create, perfect and preserve Administrative Agent's security interest hereunder and Administrative Agent may cause such assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Borrower's state of organization is the State of Delaware and its chief executive office is in the State of Texas at the address set forth in the first paragraph of this Mortgage. Borrower hereby irrevocably authorizes Administrative Agent at any time and from time to time to file, without the signature of Borrower, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Mortgaged Property (i) as "all assets of Borrower and all proceeds thereof, and all rights and MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,

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privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Mortgaged Property falls within the scope of Article/Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by subchapter E of the Article/Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Administrative Agent in its discretion. Borrower agrees to furnish any such information to Administrative Agent promptly upon request.

Section 6.3 No Obligation of Administrative Agent. The security interests herein granted shall in no event cause Administrative Agent to be deemed or construed as a mortgagee in possession of the Mortgaged Property, to obligate Administrative Agent to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 6.4 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. This Mortgage shall also be effective as a financing statement covering as-extracted collateral. Information concerning the security interests herein granted may be obtained at the addresses of Borrower (Debtor) and Administrative Agent (Secured Party) as set forth in the first paragraph of this Mortgage.

Section 6.5 Continuing Effect Notwithstanding Termination of Mortgage. It is expressly agreed that until such time as the Indebtechess and Obligations have been paid and performed in full, or until the security interests granted acreby have been released in writing by Administrative Agent, this Mortgage shall remain fully effective as a security agreement and fixture filing, notwithstanding that the lien on real property that is created by this Mortgage may be extinguished or released, by foreclosure of this Mortgage or otherwise.

ARTICLE 7 INTENTIONALLY OMITTED

ARTICLE 8 MISCELLANEOUS

Section 8.1 <u>Limitation on Interest</u>. The provisions of Section 12.9 (Linuction on Interest) of the Loan Agreement are incorporated herein by reference as though fully set forth herein.

Section 8.2 <u>Notices</u>. Any notice required or permitted to be given under this Mortgage shall be (a) in writing, (b) sent in the manner set forth in the Loan Agreement, and (c) effective in accordance with the terms of the Loan Agreement.

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Section 8.3 <u>Covenants Running with the Land</u>. All Obligations contained in this Mortgage are intended by Borrower and, Administrative Agent to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "<u>Borrower</u>" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Administrative Agent has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Administrative Agent.

Section 8.4 Attorney-in-Fact. Borrower hereby irrevocably appoints Administrative Agent and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Administrative Agent deems appropriate to protect Administrative Agent's interest, if Borrower shall fail to co so within ten (10) days after written request by Administrative Agent, (b) upon the issuance of a deel pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leales, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such (eed and as may be necessary or desirable for such purpose. (c) to prepare, execute and file or record financing statements, continuation statements. applications for registration and like papers necessary to create, perfect or preserve Administrative Agent's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Borrower hereunder; however; (i) neither Administrative Agent nor any other Secured Party shall under any circumstances be obligated to perform any obligation of Borrower; (ii) any sums advanced by Administrative Agent in such performance shall be added to and included in the Indebtedness and shall bear interest at the Default Rate; (iii) Administrative Agent as such attorney-in-fact shall only be accountable for such funds as are actually received by Administrative Agent; and (iv) neither Administrative Agent nor any other Secured Party shall be liable to Borrower or any other person or entity for any failure to take any action which Administrative Agent is empowered to take under this Section.

Section 8.5 <u>Successors and Assigns</u>. This Mortgage shall be binding upon and inure to the benefit of Administrative Agent and Borrower and their respective successors and assigns. Borrower shall not, without the prior written consent of Administrative Agent, assign ray rights, duties or obligations hereunder.

Section 8.6 <u>No Waiver</u>. Any failure by Administrative Agent to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Administrative Agent shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.7 <u>Subrogation</u>. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then <u>MORTGAGE, ASSIGNMENT OF LEASES AND RENTS</u>, <u>SECURITY AGREEMENT AND FIXTURE FILING - Page 14</u>

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Administrative Agent shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Administrative Agent.

- Section 8.8 <u>Loan Agreement</u>. If any conflict or inconsistency exists between this Deed of Trust and the Loan Agreement, the Loan Agreement shall govern.
- Section 8.9 <u>Release or Reconveyance</u>. Upon payment in full of the Indebtedness and performance in full of the Obligations, Administrative Agent, at Borrower's expense, shall release the Lens and security interests created by this Mortgage or reconvey the Mortgaged Property to Borrower, as applicable.
- Section 8.12 Waiver of Stay, Moratorium and Similar Rights. Borrower agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Borrower and any Secured Party or any rights or remedies of Administrative Agent.
- Section 8.11 <u>Limitation on Liao inty</u>. Borrower's liability hereunder is subject to the limitation on liability provisions of Article 13 of the Loan Agreement.
- Section 8.12 <u>Obligations of Borrower, Joint and Several</u>. If more than one person or entity has executed this Mortgage as "<u>Borrower</u>," the obligations of all such persons or entities hereunder shall be joint and several.
- Section 8.13 <u>Governing Law</u>. The provisions of Section 12.27 (Governing Law) of the Loan Agreement are incorporated herein by reference as though fully set forth herein.
- CONSENTS Section 8.14 **VENUE**. BORROWER HEREBY TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS (UNCESS BY LAW THE ACTION MUST BE BROUGHT IN THE COUNTY IN WHICH THE LAND IS BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER, AT THE ADDRESS SET FORTH

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IN THIS MORTGAGE AND SERVICE SO MADE SHALL BE DEEMED COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

- Section 8.15 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.
- Section 8.16 Entire Agreement. This Mortgage and the other Loan Documents and the Environmental Indemnity Agreement embody the entire agreement and understanding between Administrative Agent and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents and the Environmental Indemnity Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwriten oral agreements between the parties.
- Section 8.17 Counterparts. This Mortgage may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.
- Section 8.18 No Oral Charge. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Administrative Agent, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- Section 8.19 <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.
- Section 8.20 Exhibits; Recitals. The information set forth on the cover and recitals hereof, and the Exhibits attached hereto, are hereby incorporated herein as a part of this Mortgage with the same effect as if set forth in the body hereof. SOM CO

ARTICLE 9 INTENTIONALLY OMITTED

ARTICLE 10 SPECIAL STATE PROVISIONS

- Section 10.1 Conflicting Provisions. To the extent of any conflict between the provisions of this Article 10 and the other provisions of this Mortgage, the provisions of this Article 10 shall control.
- Section 10.2 The Act. Without limiting the generality of the provisions of Section 4.3 hereof, Administrative Agent shall have all power, authority and duties as provided in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (the "Act"). Nothing herein contained

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shall be construed as constituting Administrative Agent a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property.

Section 10.3 Foreclosure. When the Indebtedness secured hereby shall become due, whether by acceleration or otherwise, Administrative Agent shall have the right to foreclose the lien hereof in accordance with the Act and to exercise any other remedies of Administrative Agent provided in the Loan Documents or this Mortgage, or which Administrative Agent may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Administrative Agent for attorney's fees, appraises sees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of proceeding all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Administrative Agent may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Property, and any other expenses and expenditures which may be paid or incurred by or on behalf of Administrative Agent and permitted by the Act to be included in such decree. All expenditures and expenses of the nature mentioned in this Section 10.5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lice of this Mortgage, including the fees of any attorney employed by Administrative Agent in any litigation or proceedings affecting this Mortgage, the Loan Documents or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid. If any provision of this Mortgage shall grant to Administrative Agent 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 world otherwise be vested in Administrative Agent under the Act in the absence of said provision, Administrative Agent shall be vested with the rights granted in the Act to the full extent permitted by law.

Section 10.4 <u>Amount Secured</u>. In no event shall the Indebtedness secured hereby, including loan proceeds plus any additional charges, exceed 500% of the original principal amount of the Note. This Mortgage shall secure as part of the Indebtedness the unpaid balances of future and additional loan advances to the Borrower Parties from Lenders made pursuant to the Loan Documents while this Mortgage remains unreleased of record. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage also secures as part of the Indebtedness the payment of any and all taxes, assessments, loan commissions, service charges, liquidated damages, reasonable attorneys' fees and costs of litigation, reasonable expenses, and advances due to or incurred by Administrative Agent or Lenders in connection with the Indebtedness, all in accordance with the Loan Documents.

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Section 10.5 <u>Disclaimer</u>. Borrower acknowledges that the Mortgaged Property does 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.

Section 10.6 <u>Business Purpose</u>. Borrower acknowledges and agrees that (a) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) 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)(1)); (b) the Loan secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower 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 (1) the secured Loan is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1001 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 10.7 Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Administrative Agent, and at Administrative Agent's sole option, a receiver of the Mortgaged Property pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to solvency of isolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not; and Administrative Agent hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including the Borrower, the purchaser at resale pursuant to a judgment of foreclosure and any person acquiring an interest in the Mortgaged Property after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding on Borrower and all the persons whose interest in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Property in payment in whole or in part of: (a) the indebtedness

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secured hereby or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

EXECUTED as of the date first above written.

Rema.

Cook County Clerk's Office

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SIGNATURE PAGE TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

	ORLAND PARK MEMORY CARE, LLC, a Delaware limited liability company By: Name: Brenda Poranthey Title: Authorized Signatury
THE STATE OF TYXES §	
THE STATE OF 17/15 \$ COUNTY OF Dallas \$	
This instrument was acknowledged	before me on December $\sqrt{\chi}$, 2013, by
Branda Brantley	, Authorized Start of Orland Park
Memory Care, LLC, a Delaware limite 11 ability company, on behalf of said limited liability	
company.	90
LAUREN M DOLLY	Hairell Pably
NOTARY PUBLIC State of Texas	Notary Public, State of Texas
Comm. Exp. 12-13-2015	Lauren W. Dolly
	(printed name)
My Commission Expires:	5
12-13-15	O _{FF} .

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EXHIBIT A

Legal Description

Tract 1 fee parcel:

Lot 2 in Autumn Leaves Subdivision of a part of the East Half of the Northeast quarter of Section 14, Township 36 North, Range 12 East of the third Principal Meridian according to the plat thereof recorded October 8, 2008 as Document No. 0828210053 and re-recorded October 6. 2009 as accument number 0927931125 in Cook County, Illinois, containing 2.893 acres or 126,001, square feet, more or less.

Tract 2 easement parcel:

Reciprocal Parking Easement Agreement dated July 15, 2008 by and between Calvary Reformed Church, an Illinois not-for-prefit corporation and Orland Park Memory Care, LLC, a Delaware limited liability company, recorded December 11, 2008 as Document No. 0834619066, Cook County Recorder of Deeds, Illinois over Lot 3 in Autumn Leaves Subdivision of a part of the East Half of the Northeast quarter of Section 14, Township 36 North, Range 12 East of the third Principal Meridian according to the plat hereof recorded October 8, 2008 as Document No. 828210053 and 12 Illinois.

PIN: 27-14-201-020-0000 (Tract 1)
PIN: 27-14-201-019-0000 (Tract 2)

Street Address: 8021 West 151st Street, Orland Park, Illinois 60462 0828210053 and re-recorded October 6, 2009 as document number 0927931125 in Cook County,