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Doc#: 1411235051 Fee: \$86.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/22/2014 09:23 AM Pg: 1 of 25

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

Property of Cook County Clerk's Office

893678 AY 1 OF 3

The property identified as: **PIN:** 20-24-424-002-0000

**Address:**

**Street:** 7011-7021 SOUTH MERRILL AVENUE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60649

**Lender:** CHICAGO COMMUNITY LOAN FUND

**Borrower:** THE GENESIS COOPERATIVE CORPORATION

**Loan / Mortgage Amount:** \$410,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77.70 et seq. because it is commercial property.

**Box 400-CTCC**

CO Y  
P 124  
S N  
BC Y  
NT D

**Certificate number:** 98ADCC04-0BD5-45EF-99C1-2B4F8A4CBBFF

**Execution date:** 04/11/2014

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## CONSTRUCTION LOAN MORTGAGE AND SECURITY AGREEMENT

by

THE GENESIS COOPERATIVE CORPORATION,  
an Illinois not-for-profit corporation,

("Mortgagor")

to and in favor of

CHICAGO COMMUNITY LOAN FUND,  
a Illinois not-for-profit corporation,

(together with its successors, assigns, as "Mortgagee")

April 11, 2014

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*Prepared by*  
After recording, please return to:

**Kirkland & Ellis LLP**  
**300 North LaSalle Street**  
**Chicago, IL 60615**  
**Attention: Esther Joy King, Esq.**

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## CONSTRUCTION LOAN MORTGAGE AND SECURITY AGREEMENT (this "Mortgage")

KNOW ALL MEN BY THESE PRESENTS that THE GENESIS COOPERATIVE CORPORATION, an Illinois limited liability company having an address at 7011 South Merrill Avenue, Chicago, Illinois 60649 (hereinafter called "Borrower") for consideration paid, hereby grants, conveys, transfers, assigns, gives, bargains, confirms, hypothecates, deposits, pledges, warrants and sets-over unto CHICAGO COMMUNITY LOAN FUND, an Illinois not-for-profit corporation having an address at 29 East Madison Street, Suite 1700, Chicago, IL 60602, (the "Lender") which may from time to time become party to that certain Construction Loan Agreement of even date among the Borrower and the Lender (including any extensions, renewals, replacements, modifications and amendments thereof, the "Construction Loan Agreement"), with MORTGAGE COVENANTS, the Mortgaged Property (as defined below) to secure the Obligations (as defined below)

The term Borrower shall include wherever the context permits its successors and assigns. The term the Lender shall include, wherever the context permits, its successors and assigns as the holder for the time being of this Mortgage and the Note and other Obligations hereby secured.

This Mortgage is granted pursuant to the terms, provisions and conditions of the Construction Loan Agreement. Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as in the Construction Loan Agreement.

The term "Mortgaged Property" shall mean and include all of the following described property:

A. Real Estate. The land more particularly described on Exhibit A which is annexed hereto and made a part hereof ("Land") together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as and numbered 7011-7021 South Merrill Avenue, Cook County, Chicago, Illinois, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto ("Real Estate");

B. Fixtures. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Borrower, or in which Borrower has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration ("Fixtures");

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C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or ensuring to the benefit of the Real Estate and all right, title and interest of Borrower in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Borrower in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights ("Additional Appurtenances");

D. Awards. All of the right, title and interest of Borrower in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property ("Awards");

E. Leases. All leases now or hereafter entered into of the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Borrower thereunder, including, without limitation, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder ("Leases"); and

F. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Borrower of every nature and description, and whether or not used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the state where the Real Estate is situated) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with the Lender; any cash collateral deposited with the Lender; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights (including, without limitation, any contract right to indemnify in favor of the Borrower); plans and specifications; licenses, permits, approvals and other rights; the rights of Borrower under contracts with respect to the Real Estate or any other portion of the Mortgaged Property, the rights of Borrower under any condominium declaration or other condominium agreement with respect to the Mortgaged Property, or the Project; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associates therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the

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Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property ("Insurance Proceeds"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

The term "Obligations" shall mean and include:

A. The payment of the principal sum, interest at variable rates, charges and indebtedness evidenced by the Borrower's Promissory Note or Promissory Notes dated as of even date herewith, including any extensions, renewals, replacements, modifications and amendments thereof, in the original aggregate principal amount of FOUR HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$410,000.00) given by Borrower to the order of the Lender (hereinafter individually and collectively referred to as the "Note");

B. The payment, performance, discharge and satisfaction of each covenant, warranty, representation, undertaking and condition to be paid, performed, satisfied and complied with by Borrower under and pursuant to this Mortgage or the Construction Loan Agreement and also by Borrower under and pursuant to each of the other Loan Documents referred to in, or executed in connection with, the Construction Loan Agreement;

C. The payment of all costs, expenses, legal fees and liabilities incurred by the Lender in connection with the enforcement of the Lender's rights or remedies under this Mortgage, the other Loan Documents, or any other instrument, agreement or document which evidences or secures any other obligations or collateral therefor, whether now in effect or hereafter executed; and

D. The payment, performance, discharge and satisfaction of all other liabilities and obligations of Borrower to the Lender, whether now existing or hereafter arising, direct or indirect, absolute or contingent, and including, without limitation express or implied upon the generality of the foregoing, each liability and obligation of Borrower under any one or more of the Loan Documents, including, without limitation, any extensions, renewals, replacements, modifications and amendments of any one or more of the instruments, agreements and documents referred to herein or therein or executed in connection with the transactions contemplated hereby or thereby.

This Mortgage is intended to take effect as a mortgage pursuant to Illinois Law, and a security agreement pursuant to the Uniform Commercial Code of the State and is to be filed with the Cook County Recorder of Deeds as a financing statement pursuant to the Uniform Commercial Code of the State.

Borrower hereby grants to the Lender a continuing security interest in all of the Mortgaged Property in which a security interest may be granted under the Uniform Commercial Code as such is in effect in the State of Illinois including, without limitation, the Fixtures, and the Personal Property, together with all proceeds and products, whether now or at any time hereafter acquired and whether or not used in any way in connection with the development, construction, marketing or operation of the Real Estate, or in connection with the Project, to secure all Obligations.

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Borrower covenants, warrants, represents and agrees with the Lender, its successors and assigns, that:

1. Title. Borrower has good record and marketable title to the Mortgaged Property and has good right, full power and lawful authority to grant and convey the same in the manner aforesaid; and that the Mortgaged Property are free and clear of all encumbrances and exceptions, except, as set forth on Exhibit B, if any (collectively, the "Permitted Title Exceptions") which is annexed hereto and made a part hereof. Borrower shall make any further assurances of title that the Lender may in good faith require including, without limitation, such further instruments as may be requested by the Lender to confirm the assignment to the Lender of all Awards.

2. Performance of Obligations. Borrower shall pay the Note and interest thereon as the same shall become due and payable, and pay and perform and observe all of the obligations and conditions set forth in each of the Note, this Mortgage, the Assignment of Leases and Rents, the Construction Loan Agreement, and each of the other Loan Documents or other agreements, if any, executed by Borrower in connection with the Loan.

3. Protection and Maintenance. Borrower shall protect and maintain, or cause to be maintained, in good, first-class and substantial order, repair and tenable condition at all times, consistent with the construction of the Improvements contemplated by the Construction Loan Agreement, the buildings and structures now standing or hereafter erected on the Mortgaged Property, and any additions and improvements thereto, and all Personal Property now or hereafter situated therein, and the utility services, the parking areas and access roads, and all building fixtures and equipment and articles of personal property now or hereafter acquired and used in connection with the operation of the Mortgaged Property. Borrower shall promptly replace any of the aforesaid which may become lost, destroyed or unsuitable for use with other property of first-class character.

4. Insurance Coverages. Borrower shall insure the Mortgaged Property and the operation thereof with such coverages and in such amounts as are required by the provisions of the Construction Loan Agreement and shall at all times keep such insurance in full force and effect and pay all premiums there for annually, in advance. The original or certified copies of all such policies of insurance (or certificates or binders thereof issued by the insurer in form, content and manner of execution reasonably satisfactory to the Lender) shall be delivered to the Lender and Borrower shall deliver to the Lender a new policy or certified copy thereof (or such a certificate) as replacement for an expiring policy (or such a certificate) required to be deposited hereunder together with proof of payment of the premiums therefor annually in advance at least thirty (30) days before the date of such expiration. Borrower hereby irrevocably appoints the Lender its true and lawful attorney-in-fact, with full power of substitution, to assign any such policy in the event of the foreclosure of this Mortgage.

5. Insurance Proceeds. Subject to the provisions of the Construction Loan Agreement relating to the application of insurance proceeds, the proceeds of any hazard insurance shall be applied to or toward the indebtedness secured hereby in such order as the Lender may determine. Notwithstanding anything in this Section 5 to the contrary, however, if

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the insurer denies liability to Borrower, Borrower shall not be relieved of any obligation under Section 3 of this Mortgage.

6. Eminent Domain. Subject to the provisions of the Construction Loan Agreement relating to the application of condemnation proceeds, the Awards of damages on account of any condemnation for public use of, or injury to, the Mortgaged Property shall be paid to the Lender; such Awards shall, at the option of the Lender, be applied to or toward the indebtedness secured hereby in such order as the Lender may determine, or in the case of a partial taking, at the Lender's discretion, may be so applied or released to Borrower upon such conditions as the Lender may prescribe to be applied to restoration of that part of the Mortgaged Property which remains, but not more than such portion of such Awards as may be required to restore or repair such damage or injury shall be so released; and any balance remaining shall be applied by the Lender to or toward the indebtedness secured hereby in such order as the Lender may determine.

7. No Waste; Compliance With Law. Borrower shall not commit or suffer any strip or waste of the Mortgaged Property, or any portion thereof, or any violation of any law, rule, regulation, ordinance, license or permit, or the requirements of any licensing authority affecting the Mortgaged Property or any business conducted thereon, and shall not commit or suffer any demolition, removal or material alteration of any of the Mortgaged Property (except for the replacement of Fixtures and Personal Property in the ordinary course of business, so long as items of comparable value and quality are installed free and clear of liens in favor of any other party), without the express prior written consent of the Lender in each instance which consent shall not be unreasonably withheld or delayed, and shall not violate nor suffer the violation of the covenants and agreements, if any, of record against the Mortgaged Property, and in all respects Borrower shall do all things necessary to comply with and keep in full force and effect all licenses, permits and other governmental authorizations for the operation of the Mortgaged Property for its intended purposes, including, without limitation express or implied, the licenses, permits and authorizations referenced in the Construction Loan Agreement.

8. Environmental and Related Matters; Indemnification. Borrower shall at all times comply with all of the terms, conditions and provisions imposed on the "Indemnitors" under the Environmental Indemnity.

9. Payment of Taxes and Prevention of Liens. Borrower shall pay before delinquent or before any penalty for nonpayment attaches thereto, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the Mortgaged Property or any part thereof, or upon the rents, issues, income or profits thereof or upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes. Borrower may apply for tax abatements and prosecute diligently and in good faith claims for refund so long as: (i) no additional taxes, interest thereon or penalties are incurred thereby, (ii) a sufficient tax reserve fund as determined by the Lender in good faith has been deposited with the Lender, and (iii) no proceedings are instituted to divest Borrower of title to all or any portion of the Mortgaged Property. Borrower shall pay all sums which, if unpaid, may result in the imposition of a lien on the Mortgaged Property before such lien may attach (except that real estate taxes need not be paid prior to the due date thereof) or which may result in conferring upon a tenant of any part or all of the Mortgaged Property a right to recover such sums as prepaid rent.

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10. Due On Sale; No Other Encumbrances; No Transfer of Ownership Interests; Failure to Comply with Permitted Exceptions. Except as otherwise specifically provided for in the Construction Loan Agreement with respect to Permitted Transactions, or in this Mortgage, it shall be an Event of Default under the Construction Loan Agreement, a breach of the conditions of this Mortgage and an event permitting the Lender to accelerate all indebtedness secured hereby, if, without the Lender's prior written consent in each instance, which consent may be granted, withheld or conditionally granted in the Lender's sole discretion: (a) there is any sale, conveyance, transfer or encumbrance of, or lien imposed upon, all or any portion of the Mortgaged Property; or (b) there is any transfer or assignment of, or grant of any security interest in, any of the direct or indirect ownership interests in Borrower; or (c) there is a failure to comply with the provisions of, or there is a default under, any of the Permitted Title Exceptions unless cured within any applicable grace period provided for in the applicable Permitted Title Exception.

11. Lender's Rights. If Borrower shall neglect or refuse: (a) to maintain and keep in good repair the Mortgaged Property or any part thereof as required by this Mortgage or the Construction Loan Agreement, or (b) to maintain and pay the premiums for insurance which may be required by this Mortgage or the Construction Loan Agreement, or (c) to pay and discharge all taxes of whatsoever nature, assessments and charges of every nature and to whomever assessed, as required by this Mortgage or the Construction Loan Agreement, or (d) to pay the sums required to be paid by this Mortgage or the Construction Loan Agreement, or (e) to satisfy any other terms or conditions of this Mortgage, or any instrument secured hereby, the Lender may, at its election in each instance, but without any obligation whatsoever to do so, upon thirty (30) days' prior written notice (except in the case of (i) an emergency where there is danger to person or property, or (ii) required insurance coverage would lapse, or (iii) an Event of Default exists, in each of which events no notice shall be required), cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges, and sums, incur and pay reasonable amounts in protecting its rights hereunder and the security hereby granted, pay any balance due under any conditional agreement of sale (or lease) of any property included as a part of the Mortgaged Property, and pay any amounts as the Lender deems reasonably necessary or appropriate to satisfy any term or condition of this Mortgage, which Borrower shall have failed to satisfy, or to remedy any breach of such term or condition, and any amounts or expenses so paid or incurred, together with interest thereon from the date of payment by the Lender at the Default Rate as provided in the Note or Construction Loan Agreement shall be immediately due and payable by Borrower to the Lender and until paid shall be secured hereby equally and ratably, and the same may be collected as part of said principal debt in any suit hereon or upon the Note. No payment by the Lender shall relieve Borrower from any default hereunder or impair any right or remedy of the Lender consequent thereon.

12. Tax Reserve and Insurance Reserve. Borrower shall, upon the request of the Lender, from time to time, pay to the Lender on dates upon which installments of interest are payable under the Note or the Construction Loan Agreement, such amount as the Lender from time to time estimates as necessary to create and maintain a reserve fund from which to pay before the same become due: (a) all taxes, assessments, liens and charges on or against the Mortgaged Property, and (b) all premiums for insurance policies which are required by this Mortgage. Such payments, if so requested, shall be invested in a non-interest bearing account which shall be held by the Lender as Cash Collateral, and so long as no Event of Default exists



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hereunder or under any of other Loan Documents, shall be paid to or for Borrower's benefit as set forth below. Payments from such reserve fund for said purposes may be made by the Lender at its discretion even though subsequent owners of the property described herein may benefit thereby. In the event of any Event of Default under the Construction Loan Agreement or under the terms of this Mortgage, any part or all of such reserve fund may be applied, at the option of the Lender, to cure any such Event of Default or to any part of the indebtedness hereby secured and, in refunding any part of said reserve fund, the Lender may deal with whomever is the record owner of such property at that time. Prior to an Event of Default, the amount in such reserve fund, but not in excess of the applicable real estate taxes or insurance premiums then due, shall be paid to the taxing authority or the insurer upon written request of Borrower provided that such request is accompanied by the applicable current billing from the taxing authority or the insurer.

13. Certain Expenses. If any action or proceeding is commenced, including, without limitation, an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding the Lender is made a party by reason of the execution of this Mortgage, or by reason of any obligation which it secures, or by reason of entry or any other action under this Mortgage, or if in the Lender's judgment it becomes necessary in connection with legal proceedings or otherwise to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken to defend or uphold the mortgage hereby granted or the lien hereby created or any act taken under this Mortgage, all sums reasonably paid or incurred by the Lender for the expense of any litigation or otherwise, in connection with any rights created by this Mortgage or any other Loan Document, shall be paid by Borrower, or may at the option of the Lender, if not so paid, be added to the debt secured hereby and shall be secured hereby equally and ratably and shall bear interest until paid at the Default Rate set forth in the Note or the Construction Loan Agreement.

14. Regarding Leases. Except as otherwise provided in the Construction Loan Agreement, Borrower shall comply with the terms and conditions set forth in Section 4 of the Assignment of Leases and Rents.

15. Declaration of Subordination. At the option of the Lender, which may be exercised at any time or from time to time, by written notice to Borrower and to any applicable tenant, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or condemnation proceeds), to any and all leases of all or any part of the Mortgaged Property upon the execution by the Lender and recording or filing thereof, at any time hereafter in the appropriate registry of deeds wherein the Mortgaged Property are situated of a unilateral declaration to that effect.

16. Further Assignment by Borrower. Borrower hereby further assigns to the Lender as security for the Obligations the lessor's interests in any or all Leases, now or hereafter outstanding, and to the extent it may lawfully do so Borrower's interests in all agreements, contracts, licenses and permits, now or hereafter outstanding, affecting all or any portion of the Mortgaged Property. Borrower shall execute, acknowledge and deliver such further or confirmatory assignments thereof, by instruments in form satisfactory to the Lender, as the Lender may reasonably require. Borrower hereby authorizes the Lender in the event of foreclosure, to sell and assign said interests to the purchaser at foreclosure, but neither such assignment nor any such future assignment shall be construed as binding the Lender to any lease,

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agreement, contract, license or permit so assigned, or to impose upon the Lender any obligations with respect thereto. Borrower hereby irrevocably appoints the Lender, or any agent designated by the Lender, the true and lawful attorney-in-fact of Borrower, with full power of substitution, to execute, acknowledge and deliver any such assignment on behalf of Borrower which Borrower fails or refuses to do.

17. UCC Filing. Borrower upon the Lender's written request shall promptly cause this Mortgage and any required financing statements to be recorded and re-recorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or reasonably deemed advisable by the Lender to create, preserve or protect the priority hereof and of any lien created hereby upon the Mortgaged Property or any part thereof; and Borrower shall from time to time do and cause to be done all such things as may be required by the Lender, or required by law, including all things which may from time to time be necessary under the Uniform Commercial Code of the State of Illinois fully to create, preserve and protect the priority hereof and of any lien created hereby upon said property. Borrower hereby irrevocably appoints the Lender, or any agent designated by the Lender, the true and lawful attorney-in-fact of Borrower, with full power of substitution, to execute, acknowledge and deliver any such things on behalf of Borrower which Borrower fails or refuses to do.

18. Right to Deal with Successor. The Lender may, without notice to any person, deal with any successor in interest of Borrower herein regarding this Mortgage and the debt hereby secured in all respects as it might deal with Borrower herein, without in any way affecting the liability hereunder or upon the debt hereby secured of any predecessor in interest of the person so dealt with; and no sale of the premises hereby mortgaged, nor any forbearance on the part of the Lender, nor any extension by the Lender of the time for payment of the debt hereby secured, shall operate to release, discharge, modify, change or affect the original liability of any predecessor in interest of the equity owner at the time of such sale, forbearance or extension.

19. Acceleration of Debt. If there is an Event of Default the Obligations secured hereby shall become due and payable as provided in the Construction Loan Agreement.

20. Additional Rights of the Lender.

20.1 Enter and Perform. Borrower authorizes the Lender, in addition to all other rights granted by law or by this Mortgage, or by any of the other Loan Documents, whenever and as long as any Default hereunder or under the Construction Loan Agreement shall exist and remain uncured beyond the applicable grace period, if any, and without notice beyond the notice, if any, required to be given by the terms of the Note or the Construction Loan Agreement, or upon the occurrence of an Event of Default under the Construction Loan Agreement, and without notice to enter and take possession of all or any part of the Mortgaged Property and to use, lease, operate, manage and control the same and conduct the business thereof, and perform lessor's obligations under any Lease or Borrower's obligations under any other agreement affecting all or any part of the Mortgaged Property, perform the obligations of the seller under any contracts, and collect the rents, profits and all receipts of every nature therefrom as the Lender shall deem best.

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20.2 Repairs and Improvements. Upon every such entry, pursuant to Section 20.1, the Lender may from time to time at the expense of Borrower make all such repairs, replacements, alterations, additions and improvements to the Mortgaged Property as the Lender may deem proper, but in no event shall the Lender be obligated to do so, and may, but shall not be obligated to, exercise all rights and powers of Borrower, either in the name of Borrower, or otherwise as the Lender shall determine. Without limitation express or implied upon the generality of the foregoing, the Lender shall have the right to do all things necessary or desirable in order to keep in full force and effect all applicable licenses, permits and authorizations and any amendments thereto.

20.3 Pay Costs and Expenses. Upon such entry, the Lender may, at its option, but without any obligation to do so, do any one or more of the following: pay and incur all expenses necessary or deemed by it appropriate for the holding and operating of the Mortgaged Property, the conduct of any business thereon, the maintenance, repair, replacement, alteration, addition and improvement of the Mortgaged Property, including without limitation payments of taxes, assessments, insurance, wages of employees connected with the Mortgaged Property or any business conducted thereon, charges and reasonable compensation for services of the Lender, its attorneys and accountants and all other persons engaged or employed in connection with the Mortgaged Property or of any business conducted thereon and, in addition, the Lender, at its option, may, but shall not be obligated to, make payments or incur liability with respect to obligations arising prior to the date it takes possession.

20.4 Add to Secured Indebtedness. All obligations so paid or incurred by the Lender shall be reimbursed or paid for by Borrower upon demand and prior to the repayment thereof shall be added to the debt secured hereby and shall bear interest at the Default Rate provided for in the Note or the Construction Loan Agreement, and shall be secured hereby equally and ratably. The Lender may also reimburse itself therefor from the income or receipts of the Mortgaged Property or any business conducted thereon, or from the sale of all or any portion of the Mortgaged Property. The Lender may also apply toward any of the Obligations any tax or insurance reserve account, deposit or any sum credited or due from the Lender to Borrower without first enforcing any other rights of the Lender against Borrower or the against any endorser or guarantor of any of the Obligations or against the Mortgaged Property.

20.5 Attorney-In-Fact. Borrower hereby irrevocably constitutes and appoints the Lender, or any agent designated by the Lender, for so long as this Mortgage remains undischarged of record, as attorney-in-fact of Borrower to execute, acknowledge, seal and deliver all instruments, agreements, deeds, certificates and other documents of every nature and description in order to carry out or implement the exercise of the Lender's rights hereunder and under the other Loan Documents.

21. Contest of Laws. Subject always to the additional terms and conditions set forth in Section 10.1 of the Construction Loan Agreement, Borrower shall have the right to contest by appropriate legal proceedings, but without cost or expense to the Lender, the validity of any Legal Requirements affecting the Mortgaged Property subject to the provisions of the Construction Loan Agreement and the Environmental Indemnity dealing with the right to

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contest, but only if compliance may be so contested without: (a) the imposition of any charge, lien or liability against the Mortgaged Property, (b) the loss or suspension of any license, right or permit with respect to the Mortgaged Property, and (c) causing any Default to exist under the Construction Loan Agreement or any other Loan Document. Subject to the foregoing, Borrower may postpone compliance with such Legal Requirements until the final determination of any such proceedings, provided it shall be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, Borrower may, nevertheless, make the contest and delay compliance, provided the Lender is furnished with security satisfactory to the Lender in its sole and absolute discretion against any loss or injury by reason of such noncompliance or delay and provided further that the same is and may be done without causing any Default to exist under the Construction Loan Agreement or any of the other Loan Documents.

22. Notices. Any demand, notice or request by either party to the other shall be given in the manner provided therefor in the Construction Loan Agreement.

23. Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating the Lender to take any action or incur any liability with respect to the Mortgaged Property or any business conducted thereon, and all options given to the Lender are for its benefit and shall and may be exercised in such order and in such combination as the Lender in its sole discretion may from time to time decide.

24. Severability. In case any one or more of the provisions of this Mortgage, the Note, the Assignment of Leases and Rents, the Construction Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by the Lender to the fullest extent now or hereafter not prohibited by applicable law.

25. No Waiver. No consent or waiver, express or implied, by the Lender to or of any Default by Borrower shall be construed as a consent or waiver to or of any other Default at the same time or upon any future occasion.

26. Power of Sale. (a) TO THE EXTENT PERMITTED UNDER ILLINOIS LAW, A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE LENDER, TO THE EXTENT PERMITTED BY LAW, TO TAKE THE MORTGAGED PROPERTY AND SELL IT, WITHOUT INSTITUTING A JUDICIAL FORECLOSURE ACTION UPON AN EVENT OF DEFAULT BY BORROWER UNDER THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) the Lender shall have as to the Personal Property all the rights and remedies of a Secured Party under the Uniform Commercial Code as now in effect in the State of Illinois including, but not limited to, the option to proceed as to both the Real Estate and Personal Property under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided in the State of Illinois as a secured party, and upon the further condition that all rights of the Lender under this Mortgage and the other Loan Documents as to the Personal Property

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and the Real Estate may be exercised together or separately and, at the Lender's discretion, in connection with the exercise by the Lender of its rights under any one or more of the Loan Documents.

(c) In exercising its power of sale under this instrument, the Lender may sell the Personal Property, or any part thereof, either separately from or together with the Real Estate and the balance of the Mortgaged Property, or any part thereof, either as one parcel or unit or in such separate parcels or units, all as the Lender may in its discretion elect; and may so sell the Mortgaged Property, or the Real Estate, as one parcel or unit or in such separate parcels or units, all as the Lender may in its discretion elect; and may so sell the Mortgaged Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for any obligation secured by the Mortgaged Property, also as the Lender may in its discretion elect. In the event of any separate sale of Personal Property, the Lender will give to Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, and such requirement of reasonable notice shall be met if such notice is mailed postage prepaid to the address of Borrower as provided in this Mortgage at least ten (10) days before the time of the sale or other disposition.

27. Waivers By Borrower. Borrower to the fullest extent that Borrower may do so, hereby: (a) agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay or extension, or any redemption after foreclosure sale, and waives and releases all rights of redemption after foreclosure sale, valuation, appraisal, stay of execution, notice of election to mature or declare due the debt secured hereby; and (b) waives all rights to a marshalling of the assets of Borrower, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of a sale hereunder of the Mortgaged Property, and agrees not to assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, or other matters whatever to defeat, reduce or affect the right of the Lender under the terms of this Mortgage or the Note to a sale of the Mortgaged Property for the collection of the indebtedness evidenced by the Note without any prior or different resort for collection, or the right of the Lender to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever.

28. Certification. The Borrower hereby certifies that it is a duly organized, validly existing housing cooperative non-profit corporation, organized and in good standing under the laws of the State of Illinois, and is authorized to conduct business in the State of Illinois, and that the execution and delivery hereof and of all of the other Loan Documents executed herewith by Borrower have been duly authorized by a resolution of its board of directors which is in full force and effect.

29. Headings. Headings and captions in this Mortgage are for convenience and reference only and the words and phrases contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of any of the provisions hereof.

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30. Time of Essence. Time shall be of the essence of each and every provision of the Construction Loan Agreement, the Note, this Mortgage and each of the other Loan Documents.

31. Governing Law. This Mortgage shall be governed by the laws of the State the Land is located.

32. Consent to Jurisdiction. Borrower hereby consents to personal jurisdiction in any state or Federal court located within the City of Chicago, State of Illinois.

33. Additional Remedies. In addition to the remedies set forth herein, Lender, at Lender's option, may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all Costs actually incurred in pursuing such remedies.

34. Illinois Mortgage Foreclosure Law. Lender shall be entitled to the following benefits, among others, pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101) (the "Act"):

34.1 Benefits to Act. 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. If 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.

34.2 Insurance. Wherever provision is made in this Instrument or the Loan Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Lender, or to confer authority upon Lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure all such rights and powers of the Lender shall continue in the Lender as judgment creditor or mortgagee until confirmation of sale.

34.3 Protective Advances. All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings authorized by this Instrument, or by the Loan Agreement or by the Act (collectively, "Protective Advances"), shall have the benefit of all applicable provisions of the Act. All Protective Advances shall be so much additional indebtedness secured by this Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after the occurrence of an Event of Default under the terms of the Documents. This Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Instrument is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

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- (a) determination of the amount of indebtedness secured by this Instrument at any time;
- (b) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (c) if right of redemption has not been waived by the Borrower in this Instrument or the Loan Agreement, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;
- (d) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;
- (e) application of income in the hands of any receiver or Lender in possession; and
- (f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

**34.4 Lender in Possession.** In addition to any provision of this Instrument or the other Documents authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property upon the occurrence and during the continuance of an Event of Default or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Instrument, all powers, immunities, and duties as provided for in Sections 5/15-1701, 5/15-1703 and 5/15-1704 of the Act.

**34.5 Conflicts with the Act.** In the event that any provision in this Instrument shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Instrument but shall not invalidate or render unenforceable any other provision of this Instrument that can be construed in a manner consistent with the Act. If any provision of this Instrument shall grant to Lender any rights or remedies upon and during the continuance of an Event of Default 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 Laws. Without limiting the generality of the foregoing, all Costs by Lender to the extent reimbursable under 735 ILCS 5/15-1510 and 735 ILCS 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Instrument, shall be added to the Obligations.

**34.6 Single or Multiple Judicial Sales.** Lender may elect to dispose of the Property, or any portion thereof, including lots, parcels, or items through a single

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consolidated sale or disposition to be held or made under the power of sale or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Lender may deem to be in its best interests. If the Property consists of more than one lot, parcel or item of property, Lender may designate the order in which the lots, parcels and items shall be sold or disposed of or offered for sale or disposition. If Lender chooses to have more than one judicial sale, Lender at its option may cause the judicial sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Lender may deem to be in its best interests. No judicial sale shall terminate or affect the lien and security title of this Instrument on any part of the Property which has not been sold, until all of the Obligations have been paid and performed in full.

34.7 Real Estate. Borrower acknowledges that the transaction of which this Instrument is a part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201 of the Act) or residential real estate (as defined in 735 ILCS 15/1219 of the Act), and, to the full extent permitted by Laws, Borrower hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under 735 ILCS 5/15-1601 of the Act, and to the full extent permitted by Laws, waives the benefits of all present and future valuation, appraisement, homestead, exemption, stay, extension or redemption (including the equity of redemption) and moratorium laws under any state or federal law.

34.8 Other Amounts Secured; Maximum Indebtedness. Borrower acknowledges and agrees that this Instrument secures the entire principal amount of the Note and interest accrued thereon, regardless of whether any or all of the Loan proceeds are disbursed on or after the date hereof, and regardless of whether the outstanding principal is repaid in whole or part or are future advances made at a later date, any and all litigation and other Costs and any other amounts as provided herein or in any of the other Documents, including, without limitation, the payment of any and all loan commissions, service charges, liquidated damages, Costs and advances due to or paid or incurred by Lender in connection with the Loan, all in accordance with the Loan commitment issued in connection with this transaction and the Documents. Under no circumstances, however, shall the total indebtedness secured hereby exceed One Million and No/100 Dollars (\$1,000,000.00). It is agreed that any future advances made by Lender for the benefit of Borrower from time to time under this Instrument or the other Documents and whether or not such advances are obligatory or are made at the option of Lender, made at any time from and after the date of this Instrument, and all interest accruing thereon, shall be equally secured by this Instrument and shall have the same priority as all amounts, if any, advanced as of the date hereof and shall be subject to all of the terms and provisions of this Instrument. This Instrument shall be valid and have priority to the extent of the full amount of the indebtedness secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.



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34.9 Forbidden Entity. Borrower hereby certifies that it is not a “forbidden entity” as that term is defined in Section 22.6 of the Illinois Deposit of State Moneys Act, 15 ILCS 520/22.6; Public Act 094-0079.

34.10 Collateral Protection Act. Unless Borrower provides Lender with evidence of the insurance required by this Instrument or any of the other Documents, Lender may purchase insurance at Borrower’s expense to protect Lender’s interest in the Property or any other collateral for the Obligations. 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 Property or any other collateral for the Obligations. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required under this Instrument or any of the other Documents. If Lender purchases insurance for the Property or any other collateral for the Obligations, Borrower shall be responsible for the costs of that insurance, including interest in any other charges that Beneficiary 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 Obligations. The costs of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own. For purposes of the Illinois Collateral Protection Act, 815 ILCS 180/1 et seq., Borrower hereby acknowledges Lender’s right pursuant to this Section 6.02 to obtain collateral protection insurance.

34.11 Maturity Date. The Maturity Date of the Loan is on the first day of the calendar month which is sixty (60) months following the Conversion to Permanent Phase.

35. Release. Upon payment of all sums secured by this Instrument, Lender shall cancel this Instrument. Borrower shall pay Lender’s Costs incurred in canceling this Instrument.

36. Attorneys’ Fees. As used herein and in the Loan Agreement, “attorneys’ fees” shall mean “reasonable attorneys’ fees”.

37. Future Advances. Upon request of Borrower, Lender, at Lender’s sole option within twenty years from the date of this Instrument, may make future advances to Borrower (“Future Advances”). Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed two hundred percent (200%) of the original amount of the Note plus interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Instrument with interest on such disbursements at the Default Rate.

38. Waiver of Rights of Redemption and Reinstatement. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so called “Moratorium Laws”, now existing or hereafter enacted, in order to prevent or hinder the enforcement of any rights or remedies of Lender under this Instrument or the Loan Agreement, but hereby waives the benefit of such laws and the benefit of any homestead or other

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exemptions which it may now or hereafter from time to time have with respect to the Property or the Obligations hereby secured. Borrower for itself and all creditors, mortgagees, trustees, lienholders and other persons or entities who may claim through or under it waives any and all right to have the property and estates comprising the Property, or any part thereof, marshalled upon any foreclosure or other disposition (whether or not the entire Property be sold as a unit, and whether or not any parcels thereof be sold as a unit or separately) of any kind or nature of the Property, or any part thereof, or interest therein, and agrees that any court having jurisdiction to foreclose or otherwise enforce the liens granted and security interests created by this Instrument and the Loan Agreement may order the Property sold as an entirety. On behalf of Borrower, and each and every person acquiring any interest in, or title to the Property described herein subsequent to the date of this Instrument, and on behalf of all other persons to the maximum extent permitted by applicable law, Borrower hereby waives any and all rights (x) of redemption from any foreclosure, or other disposition of any kind or nature of the Property, or any part thereof, or interest therein, under or pursuant to rights herein granted to Lender, and (y) to reinstatement of the indebtedness hereby secured, including, without limitation, any right to reverse any acceleration of such indebtedness pursuant to 735 ILCS 5/15-1602. Borrower further waives and releases (a) all errors, defects, and imperfections in any proceedings instituted by Lender under the Note, the Loan Agreement, this Instrument or any of the Documents, (b) all benefits that might accrue to the Borrower by virtue of any present or future laws exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under civil process, or extension, exemption from civil process, or extension of time for payment, and (c) all notices not specifically required by this Instrument or the Loan Agreement of default, or of Lender's exercise, or election to exercise, any option under this Instrument or the Loan Agreement. All waivers by Borrower in this instrument and the Loan Agreement have been made voluntarily, intelligently and knowingly by Borrower after Borrower has been afforded an opportunity to be informed by counsel of Borrower's choice as to possible alternative rights. Borrower's execution of this Instrument shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

39. Leasing and Management Agreements. Borrower covenants and agrees that all agreements entered into hereafter by Borrower to pay leasing commissions shall be subordinate to the lien of this Instrument. Borrower further covenants and agrees that any property management agreement and operating agreement for the Property entered into hereafter by Borrower with a property manager or operator shall contain a provision whereby the property manager or operator subordinates to the lien hereof, any and all mechanics' lien rights that it or anyone claiming through or under it may have pursuant to 770 ILCS 60/1. In addition, Borrower shall cause the property manager or operator to enter into a subordination agreement with Lender, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Instrument.

40. Costs. In the event it should become necessary for Lender to employ legal counsel to collect the Obligations, or to enforce Lender's rights under this Instrument or the Loan Agreement, Borrower agrees to pay all reasonable fees and expenses of Lender including, without limitation, reasonable attorneys' fees for the services of such counsel whether or not suit be brought.

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41. Business Loan. Borrower represents and warrants that the loans or other financial accommodations included as Obligations secured by this Instrument were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes, and will constitute a "business loan" within the purview of 815 ILCS 205/4.

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

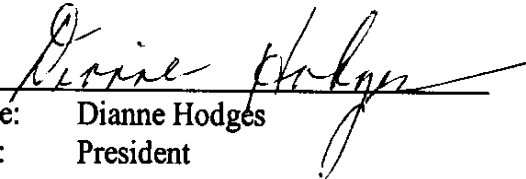
Property of Cook County Clerk's Office

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

BORROWER:

**THE GENESIS COOPERATIVE CORPORATION,**  
an Illinois not-for-profit corporation

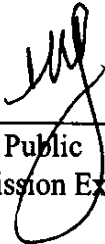
By:   
Name: Dianne Hodges  
Title: President

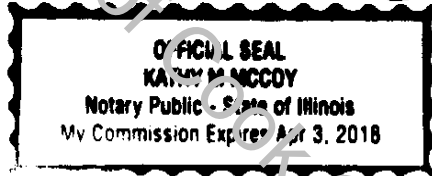
Property of Cook County Clerk's Office

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STATE OF ILLINOIS                    )  
   ) ss.:  
 COUNTY OF COOK                    )

On the 11th day of April in the year 2014, before me, the undersigned, personally appeared Dianne Hodges, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 \_\_\_\_\_  
 Notary Public  
 Commission Expires: 4-3-18



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EXHIBIT "A"  
LEGAL DESCRIPTION

LOTS 3, 4 AND 5 IN E. L. SOMMER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 4 IN COMMISSIONER'S PARTITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 7011-21 South Merrill Avenue  
Chicago, IL 60649

PIN'S: 20-24-124-002-0000 & 20-24-424-003-0000

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EXHIBIT "B"  
"PERMITTED TITLE EXCEPTIONS"

Those title exceptions approved by the Lender which are the Lender's title policy insuring the lien of the Mortgage.

Property of Cook County Clerk's Office

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**UNOFFICIAL COPY**

CHICAGO TITLE INSURANCE COMPANY

**LOAN POLICY (2006)****SCHEDULE B - PART I**

POLICY NUMBER: 1401-008936778 - D2

**EXCEPTIONS FROM COVERAGE**

EXCEPT AS PROVIDED IN SCHEDULE B - PART II, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF:

AL 1.

1. TAXES FOR THE YEAR(S) 2013 AND 2014  
2014 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2013 FIRST INSTALLMENT WAS DUE MARCH 4, 2014  
NOTE: 2013 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT
20-24-424-002-0000	2 OF 2	2013	\$7,434.76	PAID
AFFECTS LOTS 3 AND 4				
20-24-424-003-0000	2 OF 2	2013	\$558.62	PAID
AFFECTS LOT 5				

- J 2. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES AS DISCLOSED ON ALTA STATEMENT DATED APRIL 11, 2014.

- Q 3. TERMS, PROVISIONS, COVENANTS, RIGHTS AND OPTIONS CONTAINED IN THE BY-LAWS OF THE COOPERATIVE AND ANY OTHER INSTRUMENT WHICH GOVERNS THE MANAGEMENT, USE OR OCCUPANCY OF THE LAND, INCLUDING BUT NOT LIMITED TO RIGHTS OF REFUSAL, CONSENT PROVISIONS AND PROVISIONS RELATING TO THE LEVYING AND ENFORCEMENT OF ASSESSMENTS AND SPECIAL ASSESSMENTS, AND ANY PLEDGES OF OR LIENS UPON THE CAPITAL STOCK AND THE CONSEQUENCES OF THE ENFORCEMENT THEREOF.

- R 4. RIGHTS OF THE TENANTS UNDER THE PROPRIETARY LEASES AND THE RIGHTS OF ALL PARTIES CLAIMING THEREUNDER, INCLUDING SUBLESSEES, LEASEHOLD MORTGAGEES, JUDGMENT CREDITORS AND OTHER LIENHOLDERS OF THE VARIOUS LEASEHOLD ESTATES.

- S 5. 20 FOOT BUILDING LINE(S) AS SHOWN ON THE PLAT OF SUBDIVISION.

- T 6. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO LOCATION OF BUILDINGS TO BE ERRECTED ON THE LAND CONTAINED IN THE DEED RECORDED JUNE 29, 1912 AS DOCUMENT NO. 4996980, WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.



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## CHICAGO TITLE INSURANCE COMPANY

### LOAN POLICY (2006)

### SCHEDULE B - PART I (CONTINUED)

POLICY NUMBER: 1401 - 008936778 - D2

(AFFECTS LOTS 3 AND 4)

- U 7. COVENANTS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING TO USE OF THE LAND AS A PARKING LOT CONTAINED IN THE DEED RECORDED MAY 19, 2003 AS DOCUMENT NO. 0313702091 AND RERECORDED APRIL 10, 2008 AS DOCUMENT NUMBER 0810151052, WHICH DOES CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.

(AFFECTS LOT 5)

- W 8. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND ONTO THE PROPERTY WEST AND ADJOINING BY APPROXIMATELY 1.80 FEET TO 1.83 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 580 PREPARED BY ZARKO SEKEREZ & ASSOCIATES, INC., DATED DECEMBER 27, 2013.

(AFFECTS LOT 5)

- X 9. ENCROACHMENT OF THE 3-STORY BRICK BUILDING LOCATED MAINLY ON THE PROPERTY SOUTH AND ADJOINING ONTO THE LAND BY APPROXIMATELY 1.70 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 580 PREPARED BY ZARKO SEKEREZ & ASSOCIATES, INC., DATED DECEMBER 27, 2013.

(AFFECTS LOT 5)