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Illinois Anti-Predatory Lending Database Program



Doc#: 1419219108 **Fee:** \$96.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/11/2014 02:44 PM Pg: 1 of 30

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-10-300-016-0000

Address:

Street: 68 East Wacker Place

Street line 2:

City: Chicago

State: IL

ZIP Code: 60601

Lender: U.S. Bank National Association

Borrower: Integrated Motor Club LLC

Loan / Mortgage Amount: \$25,503,986.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7770 et seq. because it is commercial property.

Certificate number: DB08AB6A-5265-4D88-B63E-598E7C9C31BE

Execution date: 07/03/2014

b53535 1 of 2

30

Property of Cook County Clerk's Office

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[This Space For Recorder's Use Only]

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made as of the 3rd day of July, 2014, by **INTEGRATED MOTOR CLUB LLC**, an Illinois limited liability company, having an office at 181 West Madison Street, Suite 4700, Chicago, Illinois 60602 ("**Mortgagor**"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, having an office at 209 S. LaSalle Street, Suite 210, Chicago, Illinois 60604 ("**Mortgagee**"). Mortgagee and Mortgagor are parties to that certain Construction Loan Agreement dated of even date herewith (as same may be amended, restated or modified from time to time, the "**Loan Agreement**"). Initially capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Note Secured by Mortgage of even date herewith, payable to the order of Mortgagee, in the amount of \$25,503,986.00 (as same may be amended, restated or modified from time to time, the "**Note**"), or such lesser amount as may be disbursed thereon, which Note bears interest and is payable to Mortgagee as more fully described therein and which Note shall mature as provided therein; and

WHEREAS, Mortgagee is desirous of securing (1) the prompt payment of the Note, and of any replacement notes (together with the Note, referred to collectively herein as the "**Notes**"), together with interest and any premium thereon in accordance with the terms of the Notes and the Loan Agreement, and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to, or any other obligation of Mortgagor arising under, any of the Loan Documents, and (2) the prompt payment and performance of all obligations under any Lender Provided Interest Rate Protection Agreement (all of the foregoing in (1) and (2) above, collectively, the "**Secured Obligations**");

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:

T. Randall Graeb
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606

938474.v4

10-3535 1/2

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NOW, THEREFORE, to secure the payment, performance and observance by Mortgagor of all of the terms, covenants and conditions contained herein and by Mortgagor of the terms, covenants and conditions contained in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Mortgagor has executed and delivered this Mortgage and does hereby grant a lien and/or security interest, as applicable, in, and grant, convey, assign, mortgage and warrant and confirm, to Mortgagee and its successors and assigns forever, all of the property now or hereafter owned by Mortgagor described in the following GRANTING CLAUSES (the "**Mortgaged Property**"):

A. All those certain tracts, pieces or parcels of land legally described in **Exhibit A** attached hereto and hereby made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "**Land**"); and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Mortgagor in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same; and

D. Each and every lease, license and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "**Improvements**"), whether heretofore, now or hereafter entered into (the "**Leases**"); and

E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Property from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits, advance room deposits and escrow funds, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or

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created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Mortgagor or any operator or manager of the Mortgaged Property or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, hotel guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same) (collectively, the “**Rents**”) and the right to receive and apply the Rents to the payment of the Secured Obligations; and all deposits made by Mortgagor pursuant to this Mortgage or other agreement with Mortgagee regarding the Mortgaged Property and any accounts in which such deposits are held; and

F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-315 of the Uniform Commercial Code (“**UCC**”), as adopted in the state in which the Mortgaged Property is located (the “**State**”); and

G. All of the aforementioned personal property and any and all other machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furnishings, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Mortgagor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Mortgagor from time to time in Mortgagee’s possession, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the UCC (hereinafter collectively called the “**Personalty**”), and the right, title and interest of Mortgagor in and to any of the Personalty which may be subject to any security agreements as defined in the UCC, as adopted and enacted by the State, superior in lien to the lien of this Mortgage; and

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H. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Mortgagor is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, purchase contracts for the sale of all or any portion of the Land, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein (the "Contracts"); and

I. To the extent assignment thereof is legally permissible, all franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

J. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Mortgagor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

K. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

L. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Mortgagor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

M. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Mortgagee or any Lender or any Affiliate of Mortgagee or any Lender now or at any time hereafter, all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

N. All right, title and interest of Mortgagor arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Mortgaged Property and Mortgaged Property-related services on the Mortgaged Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services; and

O. All of Mortgagor's existing and after acquired or created accounts (including, without limitation, bank, brokerage and similar accounts and demand depository accounts), accounts receivable, contract rights, general intangibles, judgments, notes, drafts, acceptances, instruments, chattel paper, deposits and all other personal property of every kind, nature or description in connection with the Mortgaged Property.

P. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Mortgagor now has or may hereafter acquire pursuant to any Interest Rate Protection Agreement or any declaration or amendment thereto relating to the Mortgaged Property

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TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to their own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein contained.

WITHOUT LIMITATION OF THE FOREGOING, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the UCC, a security interest in all of the Mortgaged Property, which property includes, without limitation, goods which are or are to become fixtures, the Leases and the Rents.

THIS MORTGAGE IS GIVEN TO SECURE payment of the principal and interest evidenced by the Loan Documents, each of which shall be equally secured by this Mortgage without priority or preference to one over another, and performance of each and every of the covenants, conditions and agreements of the Mortgagor contained in this Mortgage or in any of the other Loan Documents (all of which obligations are included in the Secured Obligations).

PROVIDED, HOWEVER, THE FOREGOING PRESENTS are made upon the condition that, if Mortgagor (i) shall pay or cause to be paid to Mortgagee all of the Secured Obligations, (ii) shall pay or cause to be paid all amounts to be paid by Mortgagor under this Mortgage, and (iii) shall keep, perform and observe (or cause to be kept, performed and observed) each and every one of the covenants and promises in this Mortgage or in any of the other Loan Documents expressed to be kept, performed and observed by and on the part of Mortgagor, then this Mortgage shall cease, terminate and be void; however, if such conditions are not all satisfied, this Mortgage shall otherwise remain in full force and effect.

MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. MORTGAGOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

1.1. Warranty of Title. At the time of the recordation of this Mortgage, Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, and Mortgagor has good right, full power and lawful authority to convey, mortgage and grant a security interest therein and to assign the Rents. Said title of Mortgagor in the Mortgaged Property is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, other than liens expressly permitted under the Loan Agreement, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature. Mortgagor shall and will forever defend the title to the Mortgaged Property against the claims of all persons whomsoever. The Mortgaged Property is taxed separately without regard to any other real estate and the Land constitutes a legally subdivided lot under all applicable laws (or, if not subdivided, no subdivision or platting of the Land is required under applicable laws), and for all purposes may be mortgaged, conveyed or otherwise dealt with as an independent parcel.

1.2. Taxes and Insurance Premiums.

1.2.1. To assure payment of taxes, assessments and other similar charges which are assessed, levied, confirmed, imposed, or which become a lien upon or against the Mortgaged Property, or any portion thereof, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Mortgaged Property ("**Taxes**") and insurance premiums payable with respect to the Mortgaged Property as and when the same shall become due and payable, at the option of Mortgagee:

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Disbursement:

1.2.1.1. Mortgagor shall deposit with Mortgagee at the time of the Opening

(i) An amount equal to one-twelfth of such Taxes multiplied by the number of months elapsed between the date on which the most recent installment for such taxes was required to be paid and the date hereof; and

(ii) An amount equal to one-twelfth of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last paid to and the date of such first deposit.

1.2.1.2. Concurrently with each monthly payment installment pursuant to the Note, Mortgagor shall deposit with Mortgagee an amount equal to one-twelfth of the Taxes and one-twelfth of the insurance premiums.

1.2.1.3. The amount of such deposits ("**Tax and Insurance Deposits**") shall be based upon the most recently available bills therefor. All Tax and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

1.2.1.4. Monthly Tax and Insurance Deposits, together with monthly payments of principal, if any, and interest shall be paid in a single payment each month, to be applied to the following items in the following order:

- (A) Tax and Insurance Deposits;
- (B) Secured Obligations other than principal and interest on the Note;
- (C) Interest on the Note;
- (D) Amortization of the principal balance of the Note.

1.2.1.5. Mortgagee will pay insurance premiums and installments of Taxes from the Tax and Insurance Deposits upon the presentation by Mortgagor of bills therefor, or upon presentation of receipted bills, reimburse Mortgagor for such payments. If Mortgagor elects to pay insurance premiums and Taxes directly and seek reimbursement from Mortgagee, Mortgagor shall pay, or cause to be paid, such amounts before the same become delinquent and shall promptly deliver to Mortgagee receipts therefor. If the total Tax and Insurance Deposits on hand are not sufficient to pay all of the Taxes and insurance premiums when due, upon Mortgagee's written demand Mortgagor will deposit with Mortgagee any amount necessary to make up the deficiency. If the total of such Tax and Insurance Deposits exceeds the amount required to pay Taxes and insurance premiums, such excess shall be credited on subsequent deposits to be made for such items.

1.2.1.6. In the Event of Default, Mortgagee may, but shall not be required to, apply Tax and Insurance Deposits on any Secured Obligations, in such order and manner as Mortgagee may elect. When the Secured Obligations have been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Secured Obligations and shall not be subject to the direction or control of the Mortgagor.

1.2.1.7. Mortgagee shall not be liable for any failure to apply any amounts deposited to the payment of Taxes and insurance premiums unless, while no Event of Default exists

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hereunder, Mortgagor shall have presented to Mortgagee the appropriate Tax and insurance premium bills to be paid from the Tax and Insurance Deposits together with a written demand for payment thereof.

1.2.1.8. Notwithstanding the foregoing, so long as no Event of Default exists, Mortgagor shall not be required to make the Tax and Insurance Deposits set forth herein and Mortgagor covenants and agrees that it shall duly and timely pay all Taxes and insurance premiums relating to the Mortgaged Property and as required by the Loan Documents. After an Event of Default, Lender shall have the right, in its sole discretion, to require Mortgagor to commence making the Tax and Insurance Deposits pursuant to the terms hereof.

1.3. In the event Mortgagor desires to contest the validity of any Taxes, Mortgagor shall (i) prior to the due date thereof, notify Mortgagee in writing that Mortgagor intends to so contest the same, (ii) if requested by Mortgagee, pay the entire amounts of such Taxes when due or, if a contest is permitted by law without such payment on or before the due date thereof, deposit with Mortgagee on behalf of Lender security in form and content and amounts satisfactory to Mortgagee for the payment of 125% of such Taxes, or provide to Mortgagee such other indemnity or assurance of timely payment as may be acceptable to Mortgagee, and (iii) if requested by Mortgagee, deposit additional security or indemnity, from time to time, so that, at all times, adequate security or indemnity will be available for the payment of the full amount of the Taxes together with all interest, penalties, costs and charges accrued or accumulated thereon. If the foregoing deposits are made and Mortgagor continues, in good faith, to contest the validity of such Taxes by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale of the Mortgaged Property, or any part thereof, to satisfy the same, Mortgagor shall be under no obligation to pay such Taxes until such time as the same has been decreed, by court order, to be a valid lien on the Mortgaged Property. Mortgagee shall have full power and authority to reduce any such security or indemnity to cash and apply the amount so received to the payment of any unpaid Taxes to prevent the sale or forfeiture of the Mortgaged Property, without any liability on Mortgagee's part for any failure to apply the security or indemnity so deposited, unless Mortgagor requests, in writing, the application thereof to the payment of the particular Taxes for which such deposit was made. Any surplus deposit retained by Mortgagee, after the payment of the Taxes for which the same was made, shall be repaid to Mortgagor, unless an Event of Default (as hereinafter defined) exists, or an event has occurred or condition exists which, with the giving of notice or the passage of time, or both, could give rise to an Event of Default, in which event such surplus shall be applied by Mortgagee to the Secured Obligations such order and manner as Mortgagee may determine.

1.4. Mortgage Taxes. In the event of the passage of any federal, state or local governmental law, order, rule or regulation subsequent to the date hereof which changes or modifies in any manner the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to materially and adversely affect Mortgagee, all sums secured by this Mortgage and all interest accrued thereon shall become due forthwith at the option of Mortgagee and be payable 60 days after notice to Mortgagor. Notwithstanding the foregoing, instead of paying all the sums secured by this Mortgage and all interest accrued thereon as provided above, Mortgagor shall have the right to pay to Mortgagee an amount which will place Mortgagee in exactly the same position Mortgagee would have been in had the events outlined above not occurred, provided, however, if such payment may, in Mortgagee's judgment, be considered unlawful by a court of competent jurisdiction, then such payment may not be made and all sums secured by this Mortgage and all interest accrued thereon shall become due forthwith at the option of Mortgagee and payable 60 days after notice to Mortgagor as aforesaid.

1.5. No Tax Credits. Mortgagor shall not claim or demand or be entitled to receive any credit or credits on any principal or interest payable with respect to any Secured Obligations, for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property, or any part thereof, as are applicable to the Secured Obligations or to Mortgagee's interest in the Mortgaged Property. No

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deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Secured Obligations or this Mortgage.

1.6. Utilities. Mortgagor shall pay or cause to be paid when due any and all charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof, and all license fees, rents or other charges for the use of any appurtenance to the Mortgaged Property.

1.7. Liens. The Mortgaged Property shall be kept free and clear of all liens and encumbrances (unless the same are bonded or insured over in a manner satisfactory to Mortgagee) of every nature or description, including, without limitation, liens and encumbrances arising from past due taxes or assessments and from charges for labor, materials, supplies or services, other than liens expressly permitted under the Loan Agreement.

1.8. Subrogation. Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of any indebtedness secured hereby.

1.9. Insurance. Mortgagor shall, at its expense, maintain insurance policies in accordance with the terms and conditions of the Loan Documents.

1.10. Casualty. Mortgagor shall give immediate notice to Mortgagee of any damage to or loss of the Mortgaged Property or any portion thereof in excess of \$250,000. In case of such damage or loss which is covered by any of the insurance policies maintained by Mortgagor, Mortgagee is hereby authorized to adjust, collect and compromise all claims thereunder during the continuance of an Event of Default hereunder; and in such case, Mortgagor shall sign immediately upon demand by Mortgagee, or, in the event Mortgagor fails to do so, Mortgagee may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. In all other cases, Mortgagor shall have the right to adjust and compromise such insurance claims and any proceeds shall be payable to Mortgagee and Mortgagor jointly. Mortgagee may deduct from such insurance proceeds any reasonable expenses incurred by Mortgagee in the settlement and collection thereof, including, without limitation, attorneys' fees and expenses. The remaining proceeds are referred to herein as the "**Net Insurance Proceeds**".

1.11. Condemnation. If all or any part of the Mortgaged Property, other than a part the loss of which, in Mortgagee's sole discretion, would not adversely affect the operation of the Mortgaged Property, shall be damaged or taken through condemnation (which term, when used herein, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily, if in Mortgagee's judgment such taking causes a material, adverse impact on (i) the Mortgaged Property and (ii) Mortgagor's ability to pay or perform the Secured Obligations in accordance with the Loan Documents, or permanently, all of the Secured Obligations and obligations under the Loan Documents shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor and all such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and shall be paid to Mortgagee. Mortgagor agrees to execute such further assignments of, or payment directions relating to, any compensations, awards, damages, claims, rights, actions and proceedings as Mortgagee may require. Mortgagee may deduct from such compensation, awards and other payments any reasonable expenses incurred by Mortgagee in the collection and settlement thereof, including, without limitation, attorneys' fees and expenses. The remaining amount is referred to herein as the "**Net Award Proceeds**". Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in the name of Mortgagor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith during the continuance of an Event of Default hereunder; in all other cases, Mortgagor shall have the right

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to prosecute, settle or compromise any such claim and any proceeds therefrom shall be payable to Mortgagor and Mortgagee jointly. Mortgagee shall not be liable to Mortgagor for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

1.12. Restoration. If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property whether or not the Net Insurance Proceeds or the Net Award Proceeds (in either event, the "**Proceeds**") are available or sufficient to pay the cost of such restoration or repair, which restoration and repair shall be commenced within 30 days of the damage or destruction and completed within 180 days thereof. Mortgagee may require that all plans and specifications for such restoration or repair be submitted to and approved by Mortgagee in writing prior to commencement of the work. Mortgagee may require evidence of the estimated cost of completion of such restoration or repair satisfactory to Mortgagee and, thereafter, such architect's certificates, waivers of lien, contractors' sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance relating to such restoration or repair work which is satisfactory to Mortgagee.

1.13. Application of Insurance Proceeds. At Mortgagee's election, to be exercised by written notice to Mortgagor within 30 days following Mortgagee's unrestricted receipt in cash or the equivalent thereof of the Proceeds, the entire amount of the Proceeds shall be either (i) applied to the amounts outstanding with respect to the Loan Documents and in such order and manner as Mortgagee may elect, or (ii) made available to Mortgagor on the terms and conditions set forth in this Section to finance the cost of restoration or repair, with any excess to be applied to the Secured Obligations and amounts outstanding under the Loan Documents in an order determined by Mortgagee in its sole and absolute discretion. Notwithstanding the foregoing, if there is sufficient time, as reasonably determined by Mortgagee, to substantially complete restoration or repair prior to the maturity date and the aggregate amount of the Proceeds shall not exceed the lesser of \$500,000.00 or 10% of the total outstanding amount due under the Loan Documents, and if no Event of Default exists at the time of Mortgagee's election, and if Mortgagee determines that all of the Restoration Conditions have been met, then Mortgagee must elect the option set forth in clause (ii) of the preceding sentence. If the amount of the Proceeds to be made available to Mortgagor pursuant to this Section is less than the cost of the restoration or repair as estimated by Mortgagee at any time prior to completion thereof, Mortgagor shall cause to be deposited with Mortgagee or an Affiliate of Mortgagee, as designated by Mortgagee, the amount of such deficiency within 30 days after Mortgagee's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to the Proceeds. If Mortgagor is required to deposit funds under this Section, the deposit of such funds shall be a condition precedent to Mortgagee's obligation to disburse the Proceeds held by Mortgagee hereunder. The amount of the Proceeds which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be held by Mortgagee to be disbursed from time to time to pay the cost of repair or restoration either, at Mortgagee's option, to Mortgagor or directly to the contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Mortgagee may impose to assure that the work is fully completed in a good and workmanlike manner and paid for fully so that no liens or claims may arise by reason thereof. If Mortgagee requires mechanics' and materialmen's lien waivers in advance of making disbursements, such waivers shall be deposited with an escrow trustee acceptable to Mortgagee pursuant to a construction loan escrow agreement satisfactory to Mortgagee. No payment made prior to final completion of the repair or restoration shall exceed 90% of the value of the work performed from time to time. Notwithstanding anything to the contrary in this **Section 1.13**, in the event the amount of Proceeds is less than \$500,000, and Mortgagee elects, or must elect clause (ii) of the first sentence of this **Section 1.13**, Mortgagee shall pay the entire amount of such Proceeds directly to Mortgagor without requiring compliance with the foregoing procedures and Mortgagor shall thereafter be obligated to repair or restore the Mortgaged Property regardless of whether

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or not the Proceeds are sufficient to finance the necessary repairs or restoration. Mortgagee may commingle any such funds held by it with its other general funds. Mortgagee shall not be obligated to pay interest in respect of any such funds held by it. Without limitation of any of the foregoing, Mortgagee shall have the right at all times to apply such funds to the cure of any Event of Default or the performance of any obligations of Mortgagor hereunder or under any of the other Loan Documents. As used herein, “**Restoration Conditions**” shall mean: (i) Mortgagee shall be satisfied in its sole and absolute discretion, that by expenditure of the Proceeds hereunder the Mortgaged Property damaged or destroyed shall be fully restored within a reasonable period of time to the condition and value contemplated by this Mortgage and the Plans and Specifications; (ii) in Mortgagee’s good faith judgment, such work of repair and restoration can be completed in the ordinary course of business not later than six (6) months prior to the Maturity Date; (iii) Mortgagee shall have reviewed and approved Mortgagor’s plans and specifications for the work of repair and restoration, Mortgagor’s architect and any general contractors, subcontractors and material suppliers employed to perform such work; (iv) if the net insurance proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Loan during the completion period, as estimated by Mortgagee, then Mortgagor shall have deposited with Mortgagee sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Mortgagee for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Mortgagee; and (v) Mortgagor shall have satisfied such other conditions as Mortgagee may reasonably determine to be appropriate.

1.14. Governmental Authority Payments. Mortgagor agrees with respect to the collateral described in Granting Clauses K and L hereof (the “**Governmental Authority Payments**”) as follows: (i) that Mortgagor shall, at Mortgagor’s sole expense, promptly take all actions necessary to obtain all proceeds to which Mortgagor is entitled in connection with the Governmental Authority Payments, including, without limitation, the filing of applications or claims and the prosecution of appeals or litigation, if reasonably necessary and cost effective, (ii) that, in the event of an Event of Default by Mortgagor under this Mortgage, Mortgagor shall direct the payor with regard to any of the Governmental Authority Payments to remit same directly to Mortgagee when due, (iii) that Mortgagor shall forward promptly to Mortgagee all notices and correspondence relating in any manner to any of the Governmental Authority Payments and any proceeds received by Mortgagor in connection with any of the Governmental Authority Payments, (iv) that, during the continuance of an Event of Default hereunder, the proceeds of any of the Governmental Authority Payments received by Mortgagee shall be applied toward the repayment of the Secured Obligations in a manner determined by Mortgagee in its sole discretion or, at the request of Mortgagor and with the consent of Mortgagee, said proceeds shall be deposited in a secured deposit account maintained with Mortgagee or an Affiliate of Mortgagee, as designated by Mortgagee, and applied from time to time toward the payment of any expenses relating to the Mortgaged Property, in a manner determined by Mortgagee in its sole discretion, and (v) that, in the event of an Event of Default by Mortgagor under this Mortgage, Mortgagee shall be and hereby is appointed as Mortgagor’s agent with respect to any of the Governmental Authority Payments and in that capacity Mortgagee shall have the right to take all such actions that Mortgagee deems necessary and expedient in order to obtain all proceeds to which Mortgagor is entitled with respect to any of the Governmental Authority Payments.

1.15. General Care of the Property. Mortgagor shall preserve and maintain or cause to be preserved and maintained the Mortgaged Property in good condition and repair, shall not commit or suffer any waste thereof, and shall keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or of any other hazard to the Mortgaged Property or any part thereof. Except as specifically permitted under the Loan Documents, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of Mortgagee. Mortgagor shall promptly comply,

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and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof. Mortgagee and its representatives are hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

1.16. Leases and Other Agreements Affecting the Mortgaged Property. Mortgagor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon Mortgagor or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof and which is binding on Mortgagor. Mortgagor represents and warrants that Mortgagor has heretofore furnished Mortgagee with true and complete copies of all such leases, agreements and instruments existing on the date of this Mortgage. Mortgagor agrees to furnish Mortgagee with executed copies of all leases hereafter entered into with respect to all or any part of the Mortgaged Property. Mortgagor shall not, without the express written consent of Mortgagee, enter into any new lease or modify, surrender, terminate, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, nor shall Mortgagor permit an assignment or sublease thereof without the express written consent of Mortgagee. If Mortgagee so requests, Mortgagor shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with Mortgagee which are satisfactory to Mortgagee. Mortgagor shall not accept payment of advance rents or security deposits equal, in the aggregate, to more than one month's rent without the express written consent of Mortgagee. Mortgagor shall keep any security deposits made by any tenant in an account with Mortgagee. Mortgagor may not withdraw any such security deposit from such account without providing Mortgagee with reasonable assurance that such withdrawal is being paid directly to the applicable tenant. In order to further secure payment of the Secured Obligations, Mortgagor hereby assigns, transfers and sets over to Mortgagee all of Mortgagor's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, Mortgagor shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. Mortgagee shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by Mortgagee pursuant to any provision of this Mortgage.

1.17. Impairment of Security. Without limitation of any other provision hereof, Mortgagor shall not assign, in whole or in part, the rents, issues, profits, revenues, awards and other benefits from the Mortgaged Property without the prior written consent of Mortgagee; any such assignment made without Mortgagee's prior written consent shall be null and void and of no force and effect and the making thereof shall constitute an Event of Default under this Mortgage. Without limitation of the foregoing, Mortgagor shall not in any other manner impair the security of this Mortgage for the payment of any Secured Obligations.

1.18. Prohibition of Further Encumbrance. Mortgagor shall not, without the prior written consent of Mortgagee, further mortgage, hypothecate, pledge or otherwise encumber, whether by mortgage, deed of trust, operation of law or otherwise, any interest in the Mortgaged Property. Any such encumbrance made without Mortgagee's prior written consent shall be null and void and of no force or effect, and any mere attempt to create or cause an encumbrance in default of the terms hereof shall constitute an Event of Default under this Mortgage.

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1.19. Prohibition of Transfer. Mortgagor shall not, without the prior written consent of Mortgagee, sell, assign or otherwise transfer, whether directly or indirectly, by operation of law or otherwise, all or any portion of any interest in the Mortgaged Property, except replacements of personal property in the ordinary course of business and, solely in connection with and during the conversion of the Mortgaged Property from office to hotel use, the disposition of office use related personal property which is not useful in connection with the operation of the Project as a hotel. Any such transfer made without Mortgagee's prior written consent shall be null and void and of no force and effect, and any mere attempt to create or cause a transfer in default of the terms hereof shall constitute an Event of Default under this Mortgage.

1.20. UCC Financing Statement Authorization; Further Assurances; After Acquired Property. Mortgagor hereby authorizes Mortgagee to file any and all financing statements in Cook County, Illinois, the State of Illinois, or other appropriate jurisdiction pursuant to the UCC, as adopted in the State where the Property is located, and/or such other jurisdictions as reasonably determined by Mortgagee, in order to perfect or otherwise evidence the security interests granted hereby. Mortgagor agrees that it shall pay the fee for filing same in all public offices where such filings may reasonably be deemed necessary by Mortgagee. At any time and from time to time, upon request from Mortgagee, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and, where appropriate, to cause to be recorded or filed, or both, and from time to time thereafter to be re-recorded or refiled, or both, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (i) the obligations of Mortgagor under this Mortgage and the other Loan Documents, and (ii) the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to so make, execute and deliver each of such documents after written demand, Mortgagee may make, execute, record, file, re-record and refile, as appropriate, any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact in connection therewith. The lien and security interest hereof will automatically attach, without further act, to all after-acquired property owned by Mortgagor attached to or used in connection with the operation of the Mortgaged Property or any part thereof.

1.21. Financing Statement. This instrument shall be deemed to be a Fixture Financing Statement within the meaning of the UCC:

- | | | |
|----|---------------------------------------|---|
| a. | Name and address
of Debtor: | Integrated Motor Club LLC
181 West Madison Street
Suite 4700
Chicago, Illinois 60602
Attn: John T. Murphy |
| b. | Name and address
of Secured Party: | U.S. Bank National Association
209 S. LaSalle Street, Suite 210
Chicago, Illinois 60604
Attn: Drew Burlak and
Toni Thompson |

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- c. Description of the types (or items) of property covered by this Financing Statement: See pages 1, 2, 3 and 4 above.
- d. Description of real estate to which the collateral is attached or upon which it is or will be located: See Exhibit A hereto.
- e. Mortgagor's Jurisdiction of organization: Illinois
- f. Mortgagor's Organization ID No.: 04448472

1.22. Usury. Mortgagor represents and warrants that the amounts secured by this Mortgage will be used for the purposes specified in paragraph 815 ILCS 205/4(1)(c), and that the principal obligation secured hereby constitutes a "business loan" within the purview of said paragraph.

1.23. Leasing and Management Agreements. Mortgagor covenants and agrees that all agreements to pay leasing commissions (a) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement; (b) shall be expressly subordinate to the lien of this Mortgage; and (c) shall not be enforceable against Mortgagee. Mortgagor shall furnish Mortgagee with evidence of the foregoing which is, in all respects, satisfactory to Mortgagee. Mortgagor further covenants and agrees that all agreements to manage the Mortgaged Property (i) shall provide that the obligation to pay any amount thereunder will not be enforceable against any party other than the party who entered into such agreement; (ii) shall provide that such agreement, together with any and all liens and claims for lien that any manager or other person or entity performing the duties of a manager thereunder has, or may thereafter have thereunder, or for managing the Mortgaged Property or any part thereof, shall be, in all respects, subordinate to the lien of this Mortgage; and (iii) shall not be enforceable against Mortgagee. Mortgagor shall furnish Mortgagee with evidence of the foregoing which is, in all respects, satisfactory to Mortgagee.

2. MORTGAGOR'S DEFAULT.

2.1. Mortgagor's Defaults and Mortgagee's Remedies.

2.1.1. Events of Default. Each of the following shall constitute an "Event of Default" under this Mortgage:

2.1.1.1. Mortgagor fails to pay, when due, any interest or installment of principal on the Notes; or

2.1.1.2. Mortgagor fails to pay, when due, any amount payable under this Mortgage or under any other Loan Document other than principal or interest, and such failure continues for a period of five (5) Business Days after notice thereof from Mortgagee to Mortgagor; or

2.1.1.3. Mortgagor fails to keep or perform any of the agreements, undertakings, obligations, covenants or conditions under this Mortgage not expressly referred to in another clause of this Section and (A) such failure continues for a period of 30 days after notice thereof from Mortgagee to Mortgagor, or (B) if such failure cannot, because of its nature, be cured within said 30-day period, then, if

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Mortgagor commences curing such failure within said 30-day period and diligently continues such cure, such failure continues for an additional 30-day period after an additional notice; or

2.1.1.4. Any “Event of Default”, as defined under any of the Loan Documents (including, without limitation, the Loan Agreement) occurs; or

2.1.1.5. Any representation, warranty or certification made in this Mortgage by Mortgagor or otherwise made in writing in connection with or as contemplated by this Mortgage or any of the other Loan Documents by Mortgagor proves to be false or materially misleading; or

2.1.1.6. The recording of any claim of lien against any portion of the Mortgaged Property and the continuance of such claim of lien for 20 days without discharge, satisfaction or provision for payment being made by Mortgagor in a manner satisfactory to Mortgagee, provided that the foregoing shall not be deemed to be an Event of Default to the extent Mortgagor is diligently contesting any such lien or claim of lien in good faith and Mortgagor has deposited security with Mortgagee which is acceptable to Mortgagee in Mortgagee’s sole and absolute discretion; or the sequestration or attachment of, or any levy or execution upon any portion of the Mortgaged Property, which sequestration, attachment, levy or execution is not released, expunged or dismissed prior to the earlier of 30 days or the sale of the assets affected thereby, provided that the foregoing shall not be deemed to be an Event of Default to the extent Mortgagor is diligently contesting any such sequestration, attachment, levy or execution in good faith and Mortgagor has deposited security with Mortgagee acceptable to Mortgagee in Mortgagee’s sole and absolute discretion; or

2.1.1.7. The filing of a petition by Mortgagor for relief under the Bankruptcy Reform Act of 1978 (11 USC § 101-1330), as hereinafter amended or recodified (the “**Bankruptcy Code**”), or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law; the filing of any pleading or an answer by Mortgagor in any involuntary proceeding under the Bankruptcy Code or other debtor relief law which admits the jurisdiction of the court or the petition’s material allegations regarding Mortgagor’s insolvency; a general assignment by Mortgagor for the benefit of creditors; or Mortgagor applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Mortgagor or any property of Mortgagor; or

2.1.1.8. The failure of Mortgagor to effect a full dismissal of any involuntary petition under the Bankruptcy Code or any other debtor relief law that is filed against Mortgagor or in any way restrains or limits Mortgagor or Mortgagee regarding the Loan, or all or any portion of the Mortgaged Property, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or 60 days after the date of filing of such involuntary petition; or

2.1.1.9. The failure at any time of the Mortgage to be a valid first lien upon the Mortgaged Property or any portion thereof, subject only to Permitted Exceptions, other than as a result of any release or reconveyance of the Mortgage with respect to all or any portion of the Mortgaged Property pursuant to the terms and conditions of the Loan Agreement; or

2.1.1.10. Other than the replacement of furniture, fixtures or equipment, the Mortgaged Property or any part thereof is sold, conveyed, refinanced, transferred, assigned, disposed of, or is further encumbered, or an agreement for any of the foregoing is entered into, without the prior written consent of Mortgagee; or

2.1.1.11. Mortgagor enters into any secondary or additional financing agreements or arrangements of any kind whatsoever (other than Permitted Exceptions) secured, in whole or in part, by all or any part of or interest in the Mortgaged Property; or

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2.1.1.12. Any order or decree is entered by any court of competent jurisdiction directly or indirectly enjoining or prohibiting Mortgagee or Mortgagor from performing any of their obligations under this Mortgage or any of the Loan Documents, and such order or decree is not vacated, and the proceedings out of which such order or decree arose are not dismissed, within 30 days after the granting of such decree or order.

2.1.2. Mortgagee's Remedies. Upon the occurrence of an Event of Default, Mortgagee shall have the right, in addition to all the remedies conferred upon Mortgagee by law or equity or the terms of any Loan Document, to do any or all of the following, concurrently or successively, without notice to Mortgagor:

2.1.2.1. Declare any and all amounts due under the Loan Documents to be, and they shall thereupon become, immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Loan Documents to the contrary notwithstanding; or

2.1.2.2. Terminate Mortgagee's obligation under the Loan Documents to extend credit of any kind or to make any disbursement, whereupon the commitment and obligation of Mortgagee to extend credit or to make disbursements shall terminate; or

2.1.2.3. Enter upon and take possession of the Mortgaged Property and do anything necessary or desirable to sell, manage, maintain, repair and protect the Mortgaged Property, and, without restricting the generality of the foregoing and for the purposes aforesaid, Mortgagor hereby authorizes Mortgagee (A) to pay, settle or compromise all existing bills and claims which may be liens or security interests, or to avoid such bills and claims becoming liens or security interests against the Mortgaged Property or as may be necessary or desirable for the clearance of title or otherwise, (B) to use any funds of any land trustee, including, without limitation, any loan balance which might not have been disbursed and customer deposits, for the purpose of completing said improvements, (C) to make necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty or other property, (D) insure or keep the Mortgaged Property insured, (E) to manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in the name of Mortgagor or otherwise with respect to the same, (F) to do any and every act which Mortgagor might do, including, without limitation, to enter into leases of any portion of the Mortgaged Property and to enter into contracts for the sale of, and to sell and convey title to, the Mortgaged Property or any portion thereof and Mortgagor agrees to execute and deliver such contracts, deeds, leases and other instrument as may be required by Mortgagee or Mortgagee's title company to carry out the intent of this Section, (G) to prosecute or defend any and all actions or proceedings involving the Mortgaged Property or any fixtures, equipment or other installations thereon, and (H) to exclude Mortgagor and the representatives of Mortgagor from the Mortgaged Property or any portion thereof, and Mortgagee shall have joint access with Mortgagor to the books and accounts of Mortgagor; furthermore, in connection with an exercise by Mortgagee of the foregoing remedy:

- (i) Mortgagee and its representatives shall be entitled to the entry, possession and use contemplated herein upon demand and without the consent of any party and without any legal process or other condition precedent whatsoever; however, if Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring the delivery of immediate possession of all or part of the Mortgaged

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Property to Mortgagee, and Mortgagor hereby specifically consents to the entry of such judgment or decree;

- (ii) Mortgagor acknowledges that any denial of such entry, possession and use by Mortgagee will cause irreparable injury and damage to Mortgagee and agrees that Mortgagee may forthwith sue for any remedy to enforce the immediate enjoyment of such right, and Mortgagor hereby waives the posting of any bond as a condition for granting such remedy; and
- (iii) Mortgagor shall pay to Mortgagee, upon demand, all expenses (including, without limitation, attorneys' fees and expenses) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under this Mortgage or any of the other Loan Documents; and all such expenses shall, until paid, be secured by the Loan Documents and shall bear interest at the Default Rate; or

2.1.2.4. Offset and apply any indebtedness now or hereafter owing from Mortgagee to Mortgagor (including, without limitation, any amounts on deposit in any demand, time, savings, passbook, certificate of deposit or like account maintained by Mortgagor with Mortgagee or any affiliate of Mortgagee) against any and all amounts due from Mortgagor to Mortgagee hereunder or under the other Loan Documents; or

2.1.2.5. Collect and receive all the rents, issues, profits and revenues of the Mortgaged Property, including those past due as well as those accruing thereafter, after deducting therefrom (A) all expenses of taking, holding, managing and operating the Mortgaged Property (including, without limitation, compensation for the services of all persons employed for such purposes), (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (C) the cost of such insurance, (D) such taxes, assessments and other similar charges as Mortgagee may determine to pay, (E) other proper charges upon the Mortgaged Property or any part thereof, and (F) Mortgagee's attorneys' fees and expenses.

2.2. Protective Advances. If an Event of Default occurs, Mortgagee may (but shall in no event be required to) cure any such Event of Default and any amounts expended by Mortgagee in so doing, including, without limitation, all funds furnished by Mortgagee pursuant to **Section 2.1.2.3** above, shall (i) be deemed advanced by Mortgagee under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished, (ii) constitute additional advances hereunder, the payment of which is additional indebtedness evidenced by the Notes, and (iii) become due and owing, at Mortgagee's demand, with interest accruing from the date of disbursement thereof until fully paid at the Default Rate.

2.3. Other Remedies. If any Event of Default shall occur and be continuing, Mortgagee may, in addition to any other rights and remedies hereunder, exercise any and all remedies provided in any of the other Loan Documents.

2.4. No Lender Liability. To the extent permitted by law, Mortgagee shall not have any liability for any loss, damage, injury, cost or expense resulting from any action or omission by it, or any of its representatives, which was taken, omitted or made in good faith.

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2.5. Attorneys' Fees. In case of any Event of Default hereunder, Mortgagor shall pay Mortgagee's attorneys' fees and expenses in connection with the enforcement of this Mortgage or any of the other Loan Documents.

2.6. Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the Secured Obligations or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits, revenues, awards and other benefits thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. Mortgagor shall pay to Mortgagee upon demand all of Mortgagee's costs and expenses, including, without limitation, receiver's fees and expenses and attorneys' fees and expenses, incurred pursuant to this Section plus interest thereon accruing at the Default Rate, and all such amounts shall be additional indebtedness comprising Secured Obligations.

2.7. Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Secured Obligations or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, (ii) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as Mortgagee may determine, and (iii) to pursue any other remedy available to it, including, without limitation, any remedy available to it under any of the Loan Documents, all as Mortgagee shall deem most effectual for such purposes. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine. Mortgagee may elect to pursue any one or more or all of the foregoing.

2.8. Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of any indebtedness or obligation secured hereby as a credit to the purchase price.

2.9. Fees and Expenses; Application of Proceeds of Sale. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby (and part of the Secured Obligations) in the decree for sale, to the extent permitted by law, all costs and expenses which may be paid or incurred by or on behalf of Mortgagee or the holder of the Notes for attorneys' fees and expenses, appraiser's fees and expenses, receiver's fees and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, and similar data and assurances with respect to title as Mortgagee or the holder of the Notes may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property, or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby (and part of the Secured Obligations) in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied first to the expenses of such sale and of all proceedings in connection therewith, including, without limitation, attorneys' fees and expenses, then to insurance premiums, liens, assessments, taxes and charges, including, without limitation, utility charges, then to payment of the outstanding principal balance of any indebtedness secured hereby, then to the accrued interest on all of the foregoing, and, finally, the remainder, if any, shall be paid to Mortgagor.

2.10. Waiver of Appraisal, Valuation, Stay, Extension, Reinstatement and Redemption Laws. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event

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of Default, neither Mortgagor nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action that would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property, or the final and absolute delivery of possession thereof, immediately after such foreclosure sale, of the purchaser thereat. Mortgagor, for itself and all who may, at any time, claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.; the "Act") or residential real estate (as defined in Section 15-1219 of the Act). On behalf of Mortgagor, and each and every person acquiring any interest in, or title to, the Mortgaged Property subsequent to the date of this Mortgage, and on behalf of all other persons, to the maximum extent permitted by applicable law, Mortgagor hereby waives any and all rights: (x) of redemption from any foreclosure, or other disposition of any kind or nature, of the Mortgaged Property, or any part thereof, or interest therein, under or pursuant to rights herein granted to Mortgagee; 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. All waivers by Mortgagor in this Mortgage have been made voluntarily, intelligently and knowingly by Mortgagor, after Mortgagor has been afforded an opportunity to be informed by counsel of Mortgagor's choice as to possible alternative rights. Mortgagor's execution of this Mortgage shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

2.11. Leases. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.12. Discontinuance of Proceedings and Restoration of the Parties. In case Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

2.13. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.14. Suits to Protect the Mortgaged Property. Upon the occurrence of an Event of Default hereunder, Mortgagee shall have the power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (ii) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits, revenues, awards and other benefits arising therefrom; and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of Mortgagee, and all costs and expenses incurred by

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Mortgagee in connection therewith (including, without limitation, attorneys' fees and expenses) shall be paid by Mortgagor to Mortgagee on demand with interest at the Default Rate, and all such amounts shall be additional indebtedness secured hereby (and part of the Secured Obligations).

2.15. Mortgagee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

3. ASSIGNMENT OF LEASES AND RENTS.

3.1. Assignment. For \$10.00 and other good and valuable consideration, including the indebtedness evidenced by the Notes, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey absolutely unto Mortgagee the Leases and the Rents, subject only to the hereinafter referenced License, to have and to hold the Leases and the Rents unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Leases and the Rents unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Mortgagor; provided, however, if Mortgagor shall pay or cause to be paid and shall perform and discharge or cause to be performed and discharged, the Secured Obligations on or before the date same is to be paid, performed and discharged, then this assignment shall terminate and be of no further force and effect, and all rights, titles and interests conveyed pursuant to this assignment shall become revested in Mortgagor without the necessity of any further act or requirement by Mortgagor or Mortgagee. This assignment of Leases and Rents is intended to be an absolute assignment by Mortgagor to Mortgagee and not merely the passing of a security interest.

3.2. Limited License. Mortgagee hereby grants to Mortgagor a limited license (the "License"), nonexclusive with the rights of Mortgagee reserved in this Mortgage, to exercise and enjoy all incidences of ownership of the Leases and the Rents, including specifically but without limitation the right to collect, demand, sue for, attach, levy, recover and receive the Rents, and to give proper receipts, releases and acquittances therefor. Mortgagor hereby agrees to receive all Rents and hold the same as a trust fund to be applied, and to apply the Rent so collected, to the payment, satisfaction and discharge of the indebtedness described in the Loan Documents as and when the same shall become due and payable. Thereafter, Mortgagor may use the balance of the Rent collected in any manner not inconsistent with the Loan Documents.

3.3. Enforcement of Leases. Subject to and in accordance with the terms and conditions of **Section 1.16** of this Mortgage, Mortgagor shall (a) duly and punctually perform and comply with any and all representations, warranties, covenants and agreements expressed as binding upon the landlord under any Lease, (b) maintain each of the Leases in full force and effect during the term thereof, (c) to the extent commercially reasonable, appear in and defend any action or proceeding in any manner connected with any of the Leases, (d) deliver to Mortgagee copies of executed counterparts of all Leases and (e) deliver to Mortgagee such further information, and execute and deliver to Mortgagee such further assurances and assignments, with respect to the Leases as Mortgagee may from time to time reasonably request. Without Mortgagee's prior written consent, Mortgagor shall not materially discount any future accruing Rent, or assign or grant a security interest in or to the License or any of the Leases.

3.4. Suits; Attornment. Subject to the License and the provisions of **Section 2.1.2** of this Mortgage, Mortgagee hereby reserves and may exercise the right and Mortgagor hereby acknowledges

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that Mortgagee has the right (but not the obligation), upon the occurrence and during the continuance of an Event of Default, to collect, demand, sue for, attach, levy, recover and receive any Rent, to give proper receipts, releases and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds thereof as a credit upon any portion of any indebtedness secured hereby selected by Mortgagee, notwithstanding that such portion selected may not then be due and payable or that such portion is otherwise adequately secured. Mortgagor hereby authorizes and directs any lessee of the Mortgaged Property to deliver any such payment to, and otherwise to attorn all other obligations under the Leases direct to, Mortgagee. Mortgagor hereby ratifies and confirms all that Mortgagee shall do or cause to be done by virtue and in compliance with the terms of this assignment. No lessee shall be required to inquire into the authority of Mortgagee to collect any Rent, and any lessee's obligation to Mortgagor shall be absolutely discharged to the extent of its payment to Mortgagee.

3.5. Remedies. Upon or at any time after the occurrence of any Event of Default, Mortgagee, at its option and in addition to the remedies provided in this Mortgage, shall have the complete, continuing and absolute right, power and authority to terminate the License solely by the giving of written notice of termination to Mortgagor. Upon Mortgagee's giving of such notice, the License shall immediately terminate without any further action being required of Mortgagee. Thereafter, as long as any Event of Default shall exist, Mortgagee shall have the exclusive right, power and authority to take any and all action as described above, regardless of whether a foreclosure sale of the remainder of the Mortgaged Property has occurred under this Mortgage, or whether Mortgagee has taken possession of the remainder of the Mortgaged Property or attempted to do any of the same. No action referred to above or in this Section taken by Mortgagee shall constitute an election of remedy. Notwithstanding any term to the contrary herein, in the event of such a termination of Mortgagor's License, such License shall be reinstated when and if the applicable Event of Default shall have been cured or waived.

3.6. No Obligation of Mortgagee. Neither the acceptance by Mortgagee of the assignment granted in this Mortgage, nor the granting of any other right, power, privilege or authority in this Mortgage, nor the exercise of any of the aforesaid, shall (a) prior to the actual taking of physical possession and operational control of the Mortgaged Property by Mortgagee, be deemed to constitute Mortgagee as a "mortgagee in possession" or (b) at any time thereafter, obligate Mortgagee (i) to appear in or defend any action or proceeding relating to the Leases, the Rent or the remainder of the Mortgaged Property, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any Lease, (iv) to assume any obligation or responsibility for any deposits which are not physically delivered to Mortgagee or (v) for any injury or damage to person or property sustained in or about the Mortgaged Property, provided that nothing herein shall relieve Mortgagee of liability for the willful misconduct or gross negligence of Mortgagee.

3.7. Mortgagor's Indemnities. So long as the License is in effect, Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all liability, loss, cost, damage or expense which Mortgagee incur under or by reason of this assignment, or for any action taken by Mortgagee hereunder in accordance with the terms hereof, or by reason of or in defense of any and all claims and demands whatsoever which are asserted against Mortgagee arising out of the Leases. In the event Mortgagee incurs any such liability, loss, cost, damage or expense, the amount thereof together with all attorneys' fees and interest thereon at the Default Rate shall be payable by Mortgagor to Mortgagee, within 10 days after demand by Mortgagee, and shall be secured by this Mortgage, provided that Mortgagor shall have no duty or liability hereunder to indemnify and hold Mortgagee harmless from matters resulting from the willful misconduct or gross negligence of Mortgagee.

4. MISCELLANEOUS.

4.1. Time of the Essence. Time is of the essence of this Mortgage.

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4.2. Severability. Any provision of this Mortgage which is unenforceable or invalid or contrary to law, or the inclusion of which would adversely affect the validity, legality or enforcement of this Mortgage, shall be of no effect and, in such case, all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage the same as though any such invalid portion had never been included herein. Notwithstanding any of the foregoing to the contrary, if any provisions of this Mortgage or the application thereof are held invalid or unenforceable only as to particular persons or situations, the remainder of this Mortgage, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

4.3. Notices. Any notice which either party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight courier, addressed:

if to Borrower: Integrated Motor Club LLC
181 West Madison Street
Suite 4700
Chicago, Illinois 60602
Attn: John T. Murphy

With copy to: Walsh Investors, LLC
The Walsh Group
929 West Adams Street
Chicago, Illinois 60607
Attn: Gregory Ciabrone

With copy to: Lanigan Holdings LLC
3111 West 167th Street
Hazel Crest, IL 60429
Attn: Stephen J. Bayers

With copy to: Ungaretti & Harris LLP
Three First National Plaza
70 West Madison Street, Suite 3500
Chicago, Illinois 60662-4224
Attn: John R. Joyce
Fax: (312) 977-4464

in the case of Lender to: U.S. Bank National Association
Real Estate Banking Group
209 S. LaSalle Street, Suite 210
Chicago, Illinois 60604
Attn: Drew Burlak and
Toni Thompson

With copy to: Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 W. Madison Street, Suite 3900
Chicago, Illinois 60606
Attn: T. Randall Graeb, Esq.

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or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until seven days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three business days after it shall have been deposited in the United States mails as aforesaid or, if sent by overnight courier, the business day following the date of delivery to such courier.

4.4. Documentation. All documents and other matters required by any of the provisions of this Mortgage to be submitted or furnished to Mortgagee shall be in form and substance satisfactory to Mortgagee.

4.5. Additional Assurances. Mortgagor agrees that, at any time or from time to time, upon the written request of Mortgagee, Mortgagor will execute all such further documents and do all such other acts and things as Mortgagee may request to effectuate the transaction herein contemplated.

4.6. Choice of Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois, except the law of the State shall govern matters pertaining to the creation, perfection and enforcement of this Mortgage. Nothing herein shall be deemed to limit any rights, powers or privileges which Mortgagee may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by Mortgagee which is lawful pursuant to, or which is permitted by, any of the foregoing.

4.7. No Third Party Beneficiary. This Mortgage is made for the sole benefit of Mortgagor and Mortgagee, and no other person shall be deemed to have any privity of contract hereunder nor any right to rely hereon to any extent or for any purpose whatsoever, nor shall any other person have any right of action of any kind hereon or be deemed to be a third party beneficiary hereunder.

4.8. Interpretation. All references herein to a party's best knowledge shall be deemed to mean the best knowledge of such party based on all appropriate and thorough inquiry. Unless specified to the contrary herein, all references herein to an exercise of discretion or judgment by Mortgagee, to the making of a determination or designation by Mortgagee, to the application of Mortgagee's discretion or opinion, to the granting or withholding of Mortgagee's consent or approval, to the consideration of whether a matter or thing is satisfactory or acceptable to Mortgagee, or otherwise involving the decision making of Mortgagee, shall be deemed to mean that Mortgagee shall decide unilaterally using its sole and absolute discretion or judgment.

4.9. No Waiver.

4.9.1. General Waiver Provisions. No waiver of any term, provision, condition, covenant or agreement herein contained shall be effective unless set forth in a writing signed by Mortgagee, and any such waiver shall be effective only to the extent set forth in such writing. No failure by Mortgagee to exercise or delay by Mortgagee in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right or remedy provided by law. The rights and remedies provided in this Mortgage are cumulative and not exclusive of any right or remedy provided by law or equity. No notice or demand on Mortgagor in any case shall, in itself, entitle Mortgagor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Mortgagee to any other or further action in any circumstances without notice or demand.

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4.9.2. Specific Waiver Provisions. If Mortgagee (i) grants forbearance or an extension of time for the payment of any indebtedness or obligation secured hereby; (ii) takes other or additional security for the payment of any indebtedness or obligation secured hereby; (iii) waives or does not exercise any right granted herein or in the Loan Documents or in any other document or instrument securing the Secured Obligations; (iv) releases with or without consideration any of the Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (v) changes any of the terms, covenants, conditions or agreements of any Loan Document or this Mortgage or in any other document or instrument securing the Secured Obligations; (vi) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (vii) consents to the granting of any easement or other right affecting the Mortgaged Property; or (viii) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in clause (v) above) the original liability under the this Mortgage or any other Loan Documents or any other obligation of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted upon the occurrence of an Event of Default then made or of any subsequent Event of Default, except to the extent expressly agreed to in writing by Mortgagee, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing.

4.9.3. Sale or Transfer. In the event of the sale, assignment or other transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Secured Obligations, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against transfer set forth in **Section 1.19** hereof.

4.9.4. Partial Releases. Without limitation of the foregoing, Mortgagee hereby reserves the right to make partial release or releases of the Mortgaged Property, or of any other security held by Mortgagee with respect to all or any part of the Secured Obligations, without notice to, or the consent, approval or agreements of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Mortgage on the portion of said property not so released.

4.10. Security Agreement. The parties intend for this Mortgage to create a lien on the Mortgaged Property, and an absolute assignment of the Leases and Rents, all in favor of Mortgagee. The parties acknowledge that some of the Mortgaged Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Mortgaged Property or Rents may be or be determined to be personal property or fixtures, Mortgagor as debtor hereby grants Mortgagee as secured party a security interest in all such Mortgaged Property and Rents, to secure payment and performance of the Secured Obligations. This Mortgage constitutes a security agreement under the UCC of the State in which the Mortgaged Property is located, covering all such Property and Rents.

4.11. Fixture Filing. As to all of the Mortgaged Property which is or which hereafter becomes a "fixture" under applicable law, this Mortgage constitutes a fixture filing under Sections 9-334 and 9-502(c) of the UCC.

4.12. No Merger. It being the desire and the intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereunder understood

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and agreed that, should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, such that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.13. Delivery of Summons, Etc. If any action or proceeding shall be instituted which (i) is intended to evict Mortgagor or recover possession of the Mortgaged Property or any part thereof, or (ii) could result in a money judgment in excess of \$100,000 for failure to pay any obligation relating to the Mortgaged Property or this Mortgage (which judgment would not be covered and fully paid by applicable insurance), Mortgagor, to the extent required under the Loan Agreement, shall immediately, upon service thereof on or by Mortgagor, deliver to Mortgagee a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

4.14. Successors and Assigns. This Mortgage shall be binding upon the Mortgagor and its legal representatives, successors and assigns.

4.15. Legal Tender of United States. All payments hereunder shall be made in coin or currency which at the time of payment is legal tender in the United States of America for public and private debts.

4.16. Compliance with Mortgage Foreclosure Law. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. Furthermore, if any provision of this Mortgage grants to Mortgagee any rights or remedies, upon default of Mortgagor, that are more limited than the rights that would otherwise be vested in Mortgagee under the Act, in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act, to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

4.17. Future Advances. This Mortgage secures, among other things, "revolving credit" as that term is defined in 815 ILCS 205/4.1, and is given to secure not only existing indebtedness, but also future advances resulting from any act or omission of Mortgagor, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, and whether such advances are made before, during or after the pendency of any proceedings to foreclose the lien of this Mortgage or otherwise enforce the rights of Mortgagee hereunder, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such further advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at one time shall not exceed five (5) times the face amount of the Note, plus both interest thereon and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Mortgage, with interest on such disbursements at the Default Rate. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of Mortgagee.

4.18. Illinois Collateral Protection Act. Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Mortgagee purchases may not pay any

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claim that Mortgagor may make or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

4.19. Definitions; Captions. With respect to any reference in this Mortgage to any defined term, (i) if such defined term refers to a person, or a trust, corporation, partnership or other entity, then it shall also mean all heirs, personal representatives, successors and assigns of such person or entity, and (ii) if such defined term refers to a document, instrument or agreement, then it shall also include any replacement, extension or other modification thereof. Captions contained in this Mortgage in no way define, limit or extend the scope or intent of their respective provisions.

4.20. WAIVER OF RIGHT TO JURY TRIAL. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS MORTGAGE, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OTHER STATEMENTS OR ACTIONS OF MORTGAGOR OR MORTGAGEE. MORTGAGOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. MORTGAGOR FURTHER ACKNOWLEDGES THAT (I) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (II) THIS WAIVER HAS BEEN REVIEWED BY MORTGAGOR AND MORTGAGOR'S COUNSEL AND IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS IT EXECUTES, AND (III) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

4.21. ENTIRE AGREEMENT; AMENDMENT. THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND TO THE OTHER LOAN DOCUMENTS AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO AND TO THE OTHER LOAN DOCUMENTS. The provisions hereof and the other Loan Documents may be amended or waived only by an instrument in writing signed by Mortgagor and Mortgagee.

4.22. Construction Mortgage. This Mortgage secures future advances to be used for construction of improvements on the Land pursuant to the Loan Agreement. Accordingly, this Mortgage constitutes a "construction mortgage" under the UCC.

4.23. Maturity Date. The Maturity Date of the Loan shall be July 3, 2017, subject to extension pursuant to Section 2.6 of the Loan Agreement to July 3, 2018 or July 3, 2019.

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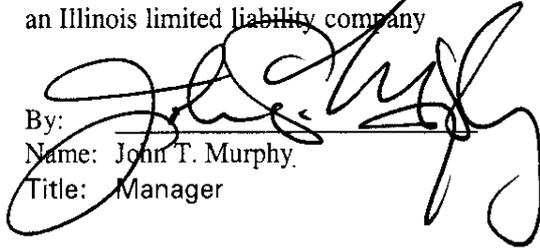
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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the date first above written.

MORTGAGOR:

INTEGRATED MOTOR CLUB LLC,
an Illinois limited liability company

By: _____
Name: John T. Murphy
Title: Manager



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STATE OF ILLINOIS
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John T. Murphy personally known to me to be a Manager of INTEGRATED MOTOR CLUB LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such MANAGER he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company on behalf of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of JUNE 2017
Victoria McElroy
Notary Public

My commission expires: 08-02-16



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EXHIBIT A

Legal Description

Parcel 1:

Lots 30 and 31 in Block 4 in Fort Dearborn Addition to Chicago in the Southwest 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement for the benefit of Parcel 1 for encroachment as created by Easement Agreement made by and between MHF Chicago MC IV LLC, a Delaware limited liability company and Integrated Motor Club LLC, an Illinois limited liability company, dated October 21, 2013 and recorded October 24, 2013 as document 1329713089.

For Information Only:

P.I.N.: 17-10-300-016-0000

Address: 68 East Wacker Place, Chicago, IL 60601

**FATIC has made an accommodation
recording of the instrument.
First American Title Insurance Company**