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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

201451005/ST5154348AH  
3 of 3 by CTI



Doc#: 1500842005 Fee: \$72.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/08/2015 08:35 AM Pg: 1 of 18

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 19-21-301-018-0000

**Address:**

**Street:** 5570 W. 70TH PLACE

**Street line 2:**

**City:** BEDFORD PARK

**State:** IL

**ZIP Code:** 60638

**Lender:** CRYSTAL LAKE BANK & TRUST COMPANY

**Borrower:** AP ASSET MANAGEMENT, LLC

**Loan / Mortgage Amount:** \$1,160,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S ✓  
P 18  
S 2  
SC ✓  
INT ✓

**Certificate number:** B23B7ADE-1A8C-4BF1-A80F-D5E83C053426

**Execution date:** 12/15/2014

**BOX 333-CT**

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**This document prepared by and after  
recording return to:**

CHUHAK & TECSON, P.C.  
30 S. Wacker Dr., Ste. 2600  
Chicago, Illinois 60606  
Attn: Adam R. Moreland, Esq.

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

THIS JUNIOR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT (this "Mortgage") dated December 15, 2014, is granted by AP ASSET MANAGEMENT, LLC, an Illinois limited liability company (hereinafter called the "Mortgagor"), having its principal place of business at 5570 70<sup>th</sup> Place, Bedford Park, Illinois 60638, to CRYSTAL LAKE BANK & TRUST COMPANY, N.A. (the "Mortgagee"), having an office at 5100 Northwest Highway, Crystal Lake, Illinois 60014, under the Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of even date herewith among Mortgagor, Mortgagee and others. Except as otherwise provided herein, all capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement. The Mortgagee and any affiliate of Mortgagee, if any, are referred to herein collectively as the "Secured Parties."

**WITNESSETH:**

WHEREAS, on and subject to the terms of the Loan Agreement, Mortgagee has agreed to make a loan to the Mortgagor as provided in the Loan Agreement;

WHEREAS, the Mortgagor has agreed to grant to the Mortgagee, for the benefit of the Secured Parties, the liens and security interests referred to herein to secure (i) the payment and performance by the Mortgagor of all its obligations under and with respect to the Loan Agreement; (ii) all other payment and performance obligations of the Mortgagor under this Mortgage; (iii) any future advances made by any Secured Party in connection with the Mortgaged Property (as defined below), whenever incurred; and (iv) all of the Secured Parties' Costs and Expenses (as defined in Section 8(c) herein) (all of the aforesaid obligations of the Mortgagor to any of the Secured Parties, together with the other payment and performance obligations and liabilities described herein, being hereinafter referred to collectively as the "Obligations Secured"); and

WHEREAS, the Obligations Secured shall not exceed an aggregate amount, at any one time outstanding, equal to the lesser of (i) One Million One Hundred Sixty Thousand and 00/100 Dollars (\$1,160,000.00) plus all interest thereon (including, without limitation, all interest accruing during the pendency of any bankruptcy or insolvency proceeding with respect to the

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Mortgagor, regardless of whether such interest is an allowed claim in such proceeding), all Costs and Expenses and all other advances as provided in Section 8 below and (ii) the maximum amount of the Obligations Secured that the Mortgagor may incur without violating any fraudulent conveyance or fraudulent transfer law; provided that the foregoing limitation in clause (i) above shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Loan Agreement or under any other mortgage, deed of trust, security agreement, pledge agreement or other document at any time executed by the Mortgagor. Maximum Indebtedness: In no event shall this Mortgage secure an amount in excess of 200% of the principal amount of the Note secured hereby, provided that the Mortgagee shall be under no obligation to advance funds in excess of the principal amount of the Note.

## GRANT

NOW, THEREFORE, in consideration of the foregoing Recitals and to secure the complete and timely performance and payment of the Obligations Secured and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to the Mortgagee and its successors and assigns, the real estate legally described in Exhibit A hereto (the "Land") in Cook County (the "County"), Illinois (the "State"); together with (i) all right, title and interest, if any, that the Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever now or hereafter located on the Land and (ii) all air rights, water rights and powers, development rights or credits, zoning rights or other similar rights or interests that benefit or are appurtenant to the Land (all of the foregoing, including the Land, the "Premises").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now have or hereafter acquire in and to any of the following related to the Land: (a) all easements, rights of way or gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, and public places, and any other interests in property constituting appurtenances to the Premises, or that hereafter shall in any way belong, relate or be appurtenant thereto, (b) all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the Real Property (as defined below), excluding any of the foregoing items that cannot be transferred or encumbered by the Mortgagor without causing a default thereunder or a termination thereof, (c) all hereditaments, gas, oil and minerals (with the right to extract, sever and remove such gas, oil and minerals) located in, on or under the Premises, (d) all split or division rights with respect to the Land and easements, of every nature whatsoever and (e) all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in clauses (a), (b), (c) and (d) above (all of the foregoing, the "Property Rights").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, that the Mortgagor may now possess or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in or on or attached to, or used or intended to be used in connection with

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(or the operation of), or with the operation of, the Premises, including (a) all apparatus, machinery and equipment of the Mortgagor (to the extent that any of the foregoing constitute "fixtures" under applicable law) and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (all items listed in the foregoing clauses (a) and (b), the "Fixtures"). The Mortgagor and the Mortgagee agree that the Premises and all of the Property Rights and Fixtures owned by the Mortgagor (collectively herein the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the Real Property or any part thereof (it being understood that, except as otherwise provided herein or in the Loan Agreement, the Mortgagor is hereby authorized to collect and receive such awards and proceeds and to give proper receipts and acquittance therefor, and to apply the same as provided in the Loan Agreement); (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property, including all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; (iii) all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Real Property; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property (the rights and interests described in this paragraph, the "Intangibles").

All of the property described herein, including the Land, the Premises, the Property Rights, the Fixtures, the Real Property, the Intangibles, the Rents and the Leases, is called the "Mortgaged Property."

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on the Mortgagee any obligation of any lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor, except for any such liability arising on account of the Mortgagee's gross negligence or willful misconduct.

TO HAVE AND TO HOLD the Mortgaged Property, and all other properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto the Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Except to the extent such a release or waiver is not permitted by applicable law, the Mortgagor hereby releases and waives all rights of redemption, if any, under and by virtue of any of the laws of the State, and the Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of this Mortgage, (a) the Mortgagor has good and marketable fee simple title to the Mortgaged Property, with lawful authority to grant, remise, release, alien, convey, mortgage and warrant the Mortgaged Property, (b) the title to the Mortgaged Property is free and

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clear of all encumbrances, except those permitted pursuant to the Loan Agreement ("Permitted Encumbrances"), and (c) except for the Permitted Encumbrances, and the Mortgagor will forever defend the Mortgaged Property against all claims in derogation of the foregoing.

## ASSIGNMENT OF LEASES AND RENTS

The Mortgagor (i) pledges and assigns to the Mortgagee from and after the date of the effectiveness hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security, as earnest money or as down payment for the purchase of all or any part of the Real Property) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property (all of the foregoing, the "Rents"), and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, transfers and assigns to the Mortgagee all such leases, contracts and agreements (including all the Mortgagor's rights under any contract for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral lease relating to the Real Property) (collectively, the "Leases").

Mortgagor hereby represents and warrants to Mortgagee that: (a) Mortgagor is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Mortgagor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Mortgagor's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Mortgagor's knowledge, no Lessee has any defense, set-off or counterclaim against Mortgagor; (f) except as disclosed in writing to Mortgagee, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Mortgagor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Mortgagor's knowledge, except as otherwise disclosed to Mortgagee in writing, all work required to be performed by Mortgagor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

The Mortgagor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Mortgagor shall not do or suffer to be done anything to impair the security thereof.

The Mortgagor shall not:

(a) enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by any Lessee or any subletting, without the prior

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written consent of Mortgagee, which shall not be unreasonably withheld (any attempt to do any of the foregoing without the prior written consent of Mortgagee (if such consent is required) shall be null and void);

(b) collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(c) make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents;

(d) waive or excuse the obligation to pay rent under any Lease;

(e) permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(f) release the liability of any Lessee under any Lease or any guaranty thereof;

(g) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals;

(h) consent to any Lessee's claim of a total or partial eviction;

(i) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease;

(j) enter into any oral Leases with respect to all or any portion of the Property.

The Mortgagor shall:

(a) at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of the Mortgagee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Mortgagee may appear;

(b) enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder;

(c) Mortgagor shall immediately notify the Mortgagee of any material breach by a Lessee or guarantor under any Lease.

Mortgagor hereby agrees to indemnify, defend, protect and hold Mortgagee harmless from and against any and all liability, loss, cost, expense or damage (including reasonable

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attorney fees) that Mortgagee may or might incur under the Leases or by reason of this assignment of Leases and Rents. Such indemnification shall also cover any and all claims and demands that may be asserted against Mortgagee under the Leases or this assignment. Nothing in this section shall be construed to bind Mortgagee to the performance of any Lease provisions, or to otherwise impose any liability upon Mortgagee, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Mortgaged Property. This assignment imposes no liability upon Mortgagee for the operation and maintenance of the Mortgaged Property or for carrying out the terms of any Lease before Mortgagee has entered and taken possession of the Mortgaged Property. Any loss or liability incurred by Mortgagee by reason of actual entry and taking possession under any Lease or this assignment or in the defense of any claims shall, at Mortgagee's request, be immediately reimbursed by Mortgagor. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Mortgagee may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability.

The acceptance by Mortgagee of this assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Mortgagee, be deemed or construed to: (a) constitute Mortgagee as a mortgagee in possession nor place any responsibility upon Mortgagee for the care, control, management or repair of the Mortgaged Property, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any lessee, occupant or other party, or for any dangerous or defective condition of the Mortgaged Property, nor thereafter at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases or to the Mortgaged Property; (b) require Mortgagee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Mortgagee to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by lessees and not assigned and delivered to Mortgagee. Mortgagee shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Mortgaged Property.

## SECURITY AGREEMENT AND FINANCING STATEMENT

The Mortgagor and the Mortgagee further agree that if any of the property herein mortgaged is of a nature so that a security interest therein can be created and perfected under the Uniform Commercial Code in effect in the State (the "UCC"), this Mortgage shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

(a) In addition to the foregoing grant of mortgage, the Mortgagor hereby grants a continuing security interest to the Mortgagee for the benefit of the Secured Parties in that portion of the Mortgaged Property in which the creation and/or perfection of a security interest is governed by the UCC.

(b) The "Debtor" is the Mortgagor, and the "Secured Party" is the Mortgagee for the benefit of itself and the other Secured Parties.

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(c) The name and address of the Debtor are as set forth in the Preamble to this document.

(d) The name and address of the Secured Party are as set forth in the Preamble to this document.

(e) The description of the types or items of property covered by this financing statement is: All of the Mortgaged Property in which a security interest may be perfected pursuant to the UCC.

(f) The description of the real estate to which collateral is attached or upon which collateral is located is set forth on Exhibit A.

(g) The Mortgagee may file this Mortgage, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property. Any reproduction of this Mortgage or of any other security agreement or financing statement is sufficient as a financing statement.

The Mortgagor authorizes the Mortgagee to file any financing statement, continuation statement or other instrument that the Mortgagee may reasonably deem necessary or appropriate from time to time to perfect or continue the security interest granted above under the UCC.

## FIXTURE FILING

To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-604 and 9-502 of the UCC as in effect on the date hereof. Subject to the terms and conditions of the Loan Agreement, the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein, in any other Loan Document, or by general law, or, as to that part of the security in which a security interest may be perfected under the UCC, by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at the Mortgagee's sole election.

## THE FOLLOWING PROVISIONS SHALL ALSO CONSTITUTE AN INTEGRAL PART OF THIS MORTGAGE:

1. Payment of Taxes on this Mortgage. Without limiting any provision of the Loan Agreement, the Mortgagor agrees that, if the government of the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of any Secured Party in the Premises or upon any Secured Party by reason of or as holder of any of the foregoing, then the Mortgagor shall pay for such documentary stamps in the required amount and deliver them to the Mortgagee or pay (or reimburse the Mortgagee for) such taxes, assessments or impositions. The Mortgagor agrees to provide to the Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges that the Mortgagor is required or elects to pay under this Section. The Mortgagor



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agrees to indemnify each Secured Party against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Obligations Secured and regardless of whether this Mortgage shall have been released.

2. Leases Affecting the Real Property. All future lessees under any Lease made after the date of recording of this Mortgage shall, at the Mortgagee's option and without any further documentation, attorn to the Mortgagee as lessor if for any reason the Mortgagee becomes lessor thereunder, and, upon demand after an Event of Default has occurred and is continuing, pay rent to the Mortgagee, and the Mortgagee shall not be responsible under such Lease for matters arising prior to the Mortgagee becoming lessor thereunder; provided that the Mortgagee shall not become lessor or obligated as lessor under any such Leases unless and until it shall elect in writing to do so.

3. Use of the Real Property. The Mortgagor agrees that it shall not permit the public to use any portion of the Real Property in any manner that might tend, in the Mortgagee's reasonable judgment, to impair the Mortgagor's title to such property, or to make possible any claim of easement by prescription or of implied dedication to public use. The Mortgagor further agrees that it shall not institute or acquiesce in any proceeding to change the zoning classification of the Real Property, nor shall the Mortgagor change the use of the Mortgaged Property, without the consent of the Mortgagee, which consent shall not be unreasonably withheld.

The Mortgagor represents and warrants to the Mortgagee as of the date hereof and as to the present use of the Mortgaged Property, and covenants to the Mortgagee so long as this Mortgage shall be in effect, that (i) all permits and licenses required for the use and operation of the Mortgaged Property have been obtained and are and will continue to be in full force and effect, except to the extent the failure to obtain any such permit or license would not, individually or in the aggregate with all other such failures, materially and adversely affect the operation of the Mortgaged Property; (ii) all utility services necessary for the use and operation of the Mortgaged Property are and will continue to be in place; (iii) there is and will continue to be vehicular and pedestrian access to the Mortgaged Property from public thoroughfares appropriate to the use of the Mortgaged Property; and (iv) except as disclosed to the Mortgagee in writing, the Mortgaged Property is free from loss or damage due to the effect of casualty or condemnation. The Mortgagor shall not permit any material legal or economic waste to occur with respect to the Mortgaged Property.

4. Insurance. The Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of the Mortgagee, until the Obligations Secured are paid in full, insurance policies relating to the Mortgaged Property as specified in the Loan Agreement. Each such policy shall name the Mortgagee as additional insured or loss payee, as applicable, under a standard mortgage endorsement. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid to the Mortgagee. If no Event of Default exists, the Mortgagee shall promptly deliver any proceeds of such insurance that it receives to the Mortgagor, except to the extent entitled to do otherwise pursuant to the Loan Agreement. While an Event of Default exists, the Mortgagee shall be entitled to (a) adjust any casualty loss and the Mortgagee shall be entitled to (b) apply the proceeds thereof as provided in Section 8 of this Mortgage.

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5. Real Property Taxes. The Mortgagor covenants and agrees to pay before due all real property taxes, assessments, ground rent, if any, water and sewer rents, fees and charges, levies, permit, inspection and license fees and other dues, charges or impositions, including all charges and license fees for the use of vaults, chutes and similar areas adjoining the Land, maintenance and similar charges and charges for utility services, in each instance whether now or in the future, directly or indirectly, levied, assessed or imposed on the Premises or the Mortgagor and whether levied, assessed or imposed as excise, privilege or property taxes; provided that the foregoing shall not require the Mortgagor to pay any of the foregoing so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP.

6. Condemnation Awards. The Mortgagor assigns to the Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and the Mortgagor agrees that the proceeds of all such awards shall be paid and applied as specified in the Loan Agreement. At any time an Event of Default exists, the Mortgagee shall be entitled to (a) direct any condemnation proceeding and (b) apply the proceeds thereof as provided in Section 8 of this Mortgage.

7. Remedies. Subject to the provisions of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, including a failure to perform or observe any of the covenants set forth in this Mortgage that is not cured within any applicable cure period, in addition to any rights and remedies provided for in the Loan Agreement or other Loan Document, if and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. The Mortgagee may (i) immediately sell the Mortgaged Property, either in whole or in separate parcels, and in connection therewith, make and execute to any purchaser thereof deeds of conveyance pursuant to applicable law; or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Obligations Secured, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loans and other financial accommodations hereby secured are made) for the benefit of the Secured Parties, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Real Property, and may pay any part of the Obligations Secured in accordance with the Loan Agreement or any deficiency decree entered in such foreclosure proceeding. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing the Mortgagee in possession of the Real Property with the same power granted to a receiver pursuant to this clause a and with all other rights and privileges of a mortgagee-in possession under applicable law.

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(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. The Mortgagee shall, at its option, have the right, acting through its agents or attorneys or a receiver, with process of law, to enter upon and take possession of the Real Property, to expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the Rents, to manage and control the Real Property, to lease the Real Property or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Real Property, to distribute and apply the remaining net income in such order and to such of the Obligations Secured in accordance with the Loan Agreement or any deficiency decree entered in any foreclosure proceeding.

8. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or to the extent permitted by applicable law, any sale of the Mortgaged Property by advertisement, in addition to any of the terms and provisions of the Loan Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Obligations Secured. All of the Obligations Secured and other sums secured hereby that then remain unpaid;

(b) Other Advances. All other items advanced or paid by the Mortgagee pursuant to this Mortgage; and

(c) Costs and Expenses. All reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Mortgagee or any other Secured Party to the extent reimbursable under applicable law in connection with (i) the Mortgagor's execution, delivery and performance of this Mortgage, (ii) protecting, preserving or maintaining the Real Property, (iii) collecting the Obligations Secured and (iv) enforcing the rights of the Mortgagee hereunder in respect of the Real Property (collectively, "Costs and Expenses"). All Costs and Expenses shall become additional Obligations Secured when paid or incurred by the Mortgagee in connection with any proceeding, including but not limited to probate and bankruptcy proceeding, to which any Secured Party shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or if permitted by applicable law, any sale by advertisement. The proceeds of any sale shall be distributed and applied in such order and to such of the Obligations Secured as the Mortgagee may determine in its discretion. The Mortgagor shall remain liable for any deficiency to the extent provided in the documents that create the Obligations Secured of the Mortgagor.

9. Cumulative Remedies; Delay or Omission Not a Waiver. No remedy or right of the Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right available during the existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. To the extent

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permitted by applicable law, every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by the Mortgagee.

10. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and this Mortgage is foreclosed upon or judgment is entered upon any Obligations Secured, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement, may likewise be conducted separately or concurrently, in each case at the Mortgagee's election.

11. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or trust deed securing the Obligations Secured, the Obligations Secured then due the Mortgagee shall, at the Mortgagee's option, not be merged into any decree of foreclosure entered by the court, and the Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust that also secure the Obligations Secured.

12. Notices. All notices and other communications provided hereunder shall be in writing and shall be given in the manner, within the time periods and to the applicable address identified in the Loan Agreement.

13. Extension of Payments. The Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations Secured or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by the Mortgagee of its rights and privileges hereunder), the Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations Secured, but otherwise subject to the provisions of the Loan Agreement, extend the time for, or agree to alter or amend the terms of, payment of such Obligations Secured. The Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations Secured or the remainder of the security.

14. Governing Law. This Mortgage shall be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15. Satisfaction of Mortgage. Upon full payment and performance of all the Obligations Secured, or upon satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property from this Mortgage, the Mortgagee shall, promptly upon request of the Mortgagor, execute and deliver to the Mortgagor a satisfaction of mortgage or reconveyance of the Mortgaged Property reasonably acceptable to the Mortgagor.

16. Successors and Assigns Included in Parties; Third Party Beneficiaries. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of

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the Mortgagor and shall inure to the benefit of the Secured Parties and their respective successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. The Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. The Secured Parties shall be third party beneficiaries of the Mortgagor's representations, warranties, covenants and agreements hereunder.

**17. WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS.** The Mortgagor agrees, to the full extent permitted by law, that neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, homestead or extension law, whether now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and the 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 right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, the Mortgagor irrevocably waives all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof. The Mortgagor further waives, to the full extent it may lawfully do so, all statutory and other rights in its favor, limiting concurrent actions to foreclose this Mortgage and the exercise of other rights with respect to the Obligations Secured, including any right vested in the Mortgagor or any affiliate to limit the right of the Mortgagee to pursue or commence concurrent actions against the Mortgagor or any such affiliate or any property owned by any one or more of them.

**18. Interpretation with Other Documents.** Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Loan Agreement, the provisions of the Loan Agreement will govern.

**19. Future Advances.** This Mortgage is given for the purpose of securing loan advances and other financial accommodations that any Secured Party may make to or for the benefit of the Mortgagor pursuant and subject to the terms and provisions of the Loan Agreement or any other document evidencing or relating to the Obligations Secured. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other financial accommodations made after this Mortgage is delivered to the office in which mortgages are recorded in the County, whether made pursuant to an obligation of a Secured Party or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such advances may from time to time be repaid to a zero balance and thereafter readvanced.

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20. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Mortgagor and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

## 21. CONSENT TO JURISDICTION; WAIVER OF IMMUNITIES.

(a) The Mortgagor irrevocably (i) submits to the jurisdiction of any state or federal court sitting in Cook County, Illinois or in such location as may be specified in the Loan Agreement, in any action or proceeding arising out of or relating to this Mortgage, and the Mortgagor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any state or federal court sitting in Cook County, Illinois or in such other location as may be specified in the Loan Agreement; (ii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding; (iii) consents to service of process in any such action or proceeding by the mailing of a copy of such process to the Mortgagor at its address specified pursuant to Section 12; and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Nothing in this Section shall affect the right of the Mortgagee to serve legal process in any other manner permitted by law or affect the right of the Mortgagee to bring any action or proceeding against the Mortgagor or its property in the courts of any other jurisdiction.

(c) To the extent that the Mortgagor has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Mortgagor hereby irrevocably waives such immunity in respect of its obligations under this Mortgage.

22. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

23. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Mortgage.

24. Mortgagee's Right to Appear. The Mortgagee shall have the right to appear in and defend any legal proceeding brought regarding the Mortgaged Property and to bring any legal proceeding, in the name and on behalf of the Mortgagor or in the Mortgagee's name, that the Mortgagee, in its sole discretion, determines should be brought to protect the Secured Parties' interest in the Mortgaged Property. Nothing herein is intended to prohibit the Mortgagor from bringing or defending any suit relating to the Mortgaged Property.

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25. No Liability of Secured Parties. Notwithstanding anything to the contrary contained in this Mortgage, this Mortgage is only intended as security for the Obligations Secured and the Secured Parties shall not be obligated to perform or discharge, and do not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor with respect to any of the Mortgaged Property. Unless and until a Secured Party takes actual possession of the Mortgaged Property, either through foreclosure, the taking of a deed in lieu thereof or otherwise, no Secured Party shall be responsible or liable for the control, care, management or repair of the Mortgaged Property or for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any licensee, employee, tenant or stranger or other person. The Mortgagor agrees to indemnify and hold harmless the Secured Parties from and against all loss, cost and liability incurred by the Mortgagor in connection with any of the foregoing that are not the responsibility of the Secured Parties in accordance with this Section; provided that the Mortgagor shall not be liable for such indemnification to any Secured Party resulting from such Secured Party's gross negligence or willful misconduct.

26. Variable Interest Rate. The Obligations Secured include obligations that bear interest at rates that vary from time to time, as provided in the Loan Agreement and the other documents relating to the Obligations Secured.

27. Business Loan. Mortgagor represents and agrees that the proceeds of the Note will be used for the purpose specified in 815 ILCS 205/4, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the individual identified below on behalf of the Mortgagor (and said individual hereby represents that s/he possesses full power and authority to execute and deliver this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MORTGAGOR:

AP ASSET MANAGEMENT, LLC, an Illinois  
limited liability company

By: 

Name: John Marks  
Its: Manager

Property of Cook County Clerk's Office





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## Exhibit A

### Legal Description

**PARCEL 1:** THE WEST 30 FEET OF THE EAST 193.27 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF LOT 11 IN CENTRAL/70, A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** LOT 11 (EXCEPT THE EAST 193.27 FEET THEREOF, AS MEASURED ON THE SOUTH LINE THEREOF) IN CENTRAL/70, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND EXCEPTING FROM BOTH PARCELS THAT STRIP OF LAND CONVEYED TO THE BELT RAILWAY COMPANY OF CHICAGO APRIL 18, 2008 AS DOCUMENT NUMBER 0810918036 AFFECTING THE NORTHERLY PART OF BOTH PARCELS IN QUESTION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 21.5 FEET (MEASURED PERPENDICULAR TO THE NORTH LINE THEREOF) OF LOT 11 (EXCEPT THE EAST 163.27 FEET THEREOF, AS MEASURED ON THE SOUTH LINE THEREOF) IN CENTRAL 70, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1976 AS DOCUMENT NO. 23443478, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5570 W. 70TH PLACE  
BEDFORD PARK, ILLINOIS 60638

PIN's: 19-21-301-018-0000; and 19-21-301-019-0000