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## Illinois Anti-Predatory Lending Database Program



Doc#: 1507039047 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/11/2015 03:06 PM Pg: 1 of 10

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 16-26-210-035-0000

**Address:**

**Street:** 2322 South Trumbull Avenue

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60623

**Lender:** LincolnWay Community Bank

**Borrower:** JA Capital Management, LLC Series 2322

**Loan / Mortgage Amount:** \$57,657.60

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y  
F 10  
S N  
M N  
SC Y  
E Y  
INT Y

**Certificate number:** 826E764A-9D39-4CFC-864F-569ADC5B491F

**Execution date:** 02/25/2015

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## MORTGAGE

**THIS MORTGAGE**, made February 25, 2015, between JA Capital Management, LLC Series 2322, an Illinois Limited Liability Company with its principal place of business located at 626 Randolph Street, Suite 4, Chicago, IL 60661, hereinafter referred to "Mortgagor" and LINCOLNWAY COMMUNITY BANK, an Illinois banking corporation, with its principal place of business located at 1000 East Lincoln Highway, New Lenox, Illinois 60451, hereinafter referred to "Mortgagee".

**Revolving Line of Credit.** This Mortgage secures the Indebtedness including, without limitation a revolving line of credit in the principal amount of \$57,657.60 and shall secure not only the amount which Mortgagee has presently advanced to Mortgagor under the Note evidencing said revolving line of credit, but also any renewal, extension or modification of the Note or revolving line of credit, and also any future amounts which Mortgagee may advance to Mortgagor under the Note, or any renewal, extension or modification thereof, within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of this Mortgage. The revolving line of credit obligates Mortgagee to make advances to Mortgagor as long as Mortgagor complies with the terms of the Note and any related documents.

**Grant of Mortgage.** For valuable consideration, receipt of which is hereby acknowledged, the Mortgagor to secure the payment of any and all amounts due or to become due under the revolving line of credit, the Note and in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, does hereby CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, all of Mortgagor's estate, right, title and interest in the following described Real Estate, lying and being in the County of (insert name of county) and State of Illinois, to wit:

LOT 6 IN S.W. RAWSON'S SUBDIVISION OF LOTS 26, 31, 34 AND 39 OF THE SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-26-210-035-0000

COMMONLY KNOW AS: 2322 SOUTH TRUMBULL AVENUE, CHICAGO, IL 60623

which, with the property hereinafter described, is referred to as the "Premises",

**TOGETHER**, with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all the rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or other articles now or hereafter therein or thereon

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contained. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all apparatus, equipment or articles hereafter placed on the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate. The Mortgagor presently assigns to Mortgagee all of Mortgagor's right, title and interest in and to all present and future leases of the Premises and all rents from the Premises. In addition the Mortgagor grants to Mortgagee a Uniform Commercial Code security interest in the personal property and rents.

**TO HAVE AND TO HOLD**, the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses herein set forth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Cross-Collateralization. In addition to the revolving line of credit and the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, as well as all claims by Mortgagee against Mortgagor whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Name of the record owner is: JA Capital Management, LLC Series 2322.

The covenants, conditions, terms and provisions hereinafter contained are made a part of this Mortgage and shall be binding on the Mortgagor, its successors and assigns.

1. All such payments on account of the Indebtedness evidenced by the Note secured by this Mortgage shall be applied first, to reimburse Mortgagee for any and all amounts paid by Mortgagee, pursuant to the terms of this Mortgage in order to protect the Premises or the priority of the lien of this Mortgage, second, to interest on the unpaid principal balance; third, to principal due; and last, to any late charges due under the Note secured by this Mortgage.

2. Mortgagor shall (1) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (2) pay when due any Indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee and (3) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof. If Mortgagee determines that any part of the Premises is subject to a lien which may attain priority over this mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the following actions within 10 days of the giving of notice: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contest in good faith the lien by, or defend against enforcement of the lien; or (c) secure from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this mortgage.

3. Mortgagor shall pay before any penalty attaches all general real estate taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts

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therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any real estate tax assessment which Mortgagor may desire to contest. In the event Mortgagor fails to pay such real estate taxes or other charges when due, the Mortgagee shall have the right, but not the obligation, to pay such real estate taxes or other charges. In the event that the Mortgagee does pay such real estate taxes or other charges, such amounts paid shall become additional Indebtedness due Mortgagee by Mortgagor which additional Indebtedness shall be immediately due and payable by Mortgagor to Mortgagee.

4. In the event of the enactment after this date of any law deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages of the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

5. If, by the laws of the United States of America or of any state having jurisdiction over the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

6. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

7. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and windstorm with insurance companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. If Mortgagor fails to maintain coverage as described herein, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights and interest in the Premises. In the event Mortgagee obtains insurance coverage to protect Mortgagee's rights and interest in the Premises, the amount paid by Mortgagee for such insurance coverage shall become additional Indebtedness due Mortgagee by Mortgagor which additional Indebtedness shall be immediately due and payable by Mortgagor to Mortgagee. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event that any proceeds shall be payable to or received by the Mortgagor or Mortgagee as a result of any loss covered by the insurance policies provided for in this Paragraph, notwithstanding any provision to the contrary herein, at the sole discretion of the holder of the Indebtedness secured by this Mortgage,

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such proceeds shall be applied to the payment of the Indebtedness secured by this Mortgage.

8. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional Indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

9. The Mortgagee in making any payment hereby authorized relating to real estate taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

10. Mortgagor shall pay each item of Indebtedness herein mentioned, both principal and interest, if any, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid Indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal on the Note, or (b) when default shall occur and continue for ten (10) days in the performance of any other agreement of the Mortgagor herein contained.

11. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonable or 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 or to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional Indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not after accrual of such right to foreclose such suit for foreclosure is actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

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12. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other amount which under the terms hereof constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors and assigns, as their rights may appear.

13. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee may be appointed to be such receiver. Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The Indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

15. The Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. If the payment of said Indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this Mortgage and lien thereof partially or in full, by proper instrument upon payment and discharge of the Indebtedness secured hereby and without payment of a fee to Mortgagee for the execution of such release. Mortgagor shall be responsible for payment of any recording fee for said release.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

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19. In the event that the Mortgagor shall sell, transfer, convey or assign the title to all or any portion of the Premises or any interest in the Premises, without first obtaining the written consent of Mortgagee, or all or any portion of the beneficial interest of any trust holding title to the Premises shall be sold, transferred, conveyed or assigned, whether by operation of law, voluntarily or otherwise, or any of the foregoing should be contracted for, the holder of the Note secured by this Mortgage, at its option, has the unqualified right to accelerate the maturity of the Note secured by this Mortgage causing the full principal balance and accrued interest to be immediately due and payable.

20. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means any and all federal, state and local statutes, regulations and ordinances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et.seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et.seq., and the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et.seq.

21. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, eminent domain or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee. In the event of a total taking of the Premises, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Premises, unless Mortgagee and Mortgagor otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due, with any excess paid to Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any payment of proceeds under the terms of this paragraph shall not extend or postpone the payment of any installment payments or other payments due under the terms of the Note secured by this Mortgage or change the amount of such payments.

22. Extension of the time for payment or modification of payment of the sums secured by this Mortgage granted by Mortgagee to Mortgagor shall not operate to release the liability of the Mortgagor. Any forbearance by Mortgagee in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy.

23. In order to further secure payment of the underlying Indebtedness secured by this Mortgage, the Mortgagor hereby assigns to the holder of said underlying Indebtedness, all the avails, rents, issues

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and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the Premises herein described, which may have been heretofore or may be hereafter made or agreed to, and the Mortgagor hereby irrevocably appoint the holder of the underlying Indebtedness as their true and lawful attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, now due or that may hereafter become due under any written or verbal lease or agreement for said Premises, and to use such measures, legal or equitable, as in their discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said Premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said Premises to any party or parties at their discretion, hereby granting full power and authority to exercise all of the rights, privileges and powers herein granted at any and all times hereafter without notice to Mortgagor upon the default by Mortgagor in the performance of any terms, obligation, covenant or condition in this Mortgage or the underlying Indebtedness secured hereby, and further, with power to use and apply said avails, issues and profits to the payment of any Indebtedness or liability of the Mortgagor to the holder of the Indebtedness secured by this Mortgage, due or to become due, and also to the payment of all expenses and the care and management of said Premises, including taxes and assessments, insurance premiums, and the interest on encumbrances, if any, which may in said attorney's judgment be proper and advisable.

24. Each of the following, at Mortgagee's option, shall constitute an event of default under this Mortgage:

- a. Mortgagor fails to make any payment when due under the Note.
- b. Failure of the Mortgagor to make any payment for real estate taxes or insurance or any other payment necessary to prevent filing of or to effect discharge of any lien.
- c. Failure of Mortgagor to comply with or to perform any other term, provision, obligation, covenant or condition contained in this Mortgage, the Note secured thereby or any other related document.
- d. Default by Mortgagor under any loan, extension of credit, security agreement or any other agreement in favor of any other creditor that may materially affect any of Mortgagor's property, ability to repay the Indebtedness or ability to perform its obligations under this Mortgage.
- e. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor under this Mortgage, the Note or any related document is false or misleading in any material respect.
- f. This Mortgage or the Note ceases to be in full force and effect at any time and for any reason.
- g. The dissolution of Mortgagor or any termination of Mortgagor's existence as a going business or the death or withdrawal of any member of the limited liability company or of any partner of a partnership or a major shareholder of a corporation, the insolvency of the Mortgagor, the appointment of a receiver for Mortgagor's property, any assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor.
- h. Commencement of foreclosure or forfeiture proceeding or any other method, by any creditor of Mortgagor or by any governmental agency against the Premises or any other property securing the Indebtedness.
- i. Any breach by Mortgagor under the terms of any other agreement between Mortgagor and Mortgagee.
- j. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies, becomes incompetent or insolvent, or revokes or disputes the validity of or liability under any Guaranty of the Indebtedness.
- k. A material adverse change occurs in Mortgagor's financial condition.



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1. Mortgagee in good faith believes itself insecure.


25. Upon the occurrence of an event of default and at any time thereafter, Mortgagee, at Mortgagee's option, in addition to any other rights or remedies provided for in this Mortgage, shall have any other rights or remedies provided by law, to include but not limited to the following rights and remedies: the right without notice to Mortgagor to declare the entire Indebtedness immediately due and payable; all of the rights and remedies as a secured party under the Uniform Commercial Code; all rights and remedies under judicial foreclosure; and the right to obtain a judgment for any deficiency remaining in the Indebtedness due Mortgagee after application of all amounts received from the exercise of the rights provided in this Mortgage. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy. In pursuing any remedy provided for under the terms of this Mortgage, Mortgagee shall be entitled to recover from Mortgagor any and all reasonable attorneys' fees and costs.

26. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note secured by this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note secured by this Mortgage which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note secured by this Mortgage are declared to be severable. The covenants and agreements of this Mortgage shall bind and benefit the heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

27. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-150 (b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON MORTGAGOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PREMISES.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage on the day and year first above written.

JA Capital Management, LLC Series 2322


By:   
James C. Athanassopoulos, Manager

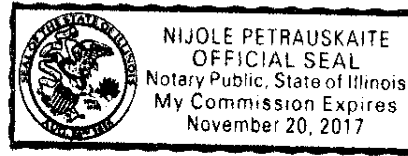
STATE OF ILLINOIS        )  
  )       SS.  
COUNTY OF WILL        )

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I, the undersigned, a Notary Public in aforesaid County in the State aforesaid, DO HEREBY CERTIFY, that Stuart L. Miller, personally known to me to be the President of Miller Realty, Inc., an Illinois Corporation, 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 as such President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said Corporation, as his own free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of Feb., 2015.

  
\_\_\_\_\_  
Notary Public



This instrument was prepared by and mail to:

Laura Saltzman  
LincolnWay Community Bank  
1000 East Lincoln Highway  
New Lenox, Illinois 60451

Property of Cook County Clerk's Office