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Illinois Anti-Predatory Lending Database Program



Doc#: 1508322044 Fee: \$94.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/24/2015 10:20 AM Pg: 1 of 29

Certificate of Exemption

AC141495 S
201505033 20150307

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-22-110-138-1233

Address:

Street: 1200 SOUTH PRAIRIE AVENUE, UNIT 4301,

Street line 2: GU-258 AND GU-259

City: CHICAGO

State: IL

ZIP Code: 60605

Lender: CEDAR HILL CAPITAL, LLC

Borrower: AMS 1201 S. PRAIRIE, LLC

Loan / Mortgage Amount: \$1,100,000.00

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.

Certificate number: 7BA28A81-BA69-4C5D-8813-2BDFC1A0A394

Execution date: 03/02/2015

CCRD REVIEWER

121

CTT Bch 334

29-

UNOFFICIAL COPY**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**

Law Offices of Cambi L. Cann, P.C.
555 West Madison Street
Suite 2112
Chicago, Illinois 60661

**REAL ESTATE MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING
CONTAINED IN THIS INSTRUMENT
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE
ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: **CEDAR HILL CAPITAL, LLC.**
106 Mariomi Road
New Canaan, CT 06840

DEBTOR: **AMS 1201 S PRAIRIE, LLC**
33 N. LaSalle Street, Suite 1000
Chicago, Illinois 60602

THE ADDRESS OF THE SECURED PARTY SHOWN ABOVE IS THE ADDRESS AT WHICH
INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED.

THIS REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING
("Mortgage") is made as of March 2, 2015 by **AMS 1201 S PRAIRIE, LLC**, an Illinois limited liability company
("Mortgagor"), to **CEDAR HILL CAPITAL, LLC**, a Connecticut limited liability company ("Lender").

WITNESSTH THAT:

WHEREAS, Lender has agreed to make available to Mortgagor a loan in the original principal amount of
\$1,100,000.00 ("Loan"). The maturity date of the Loan is March 1, 2016 and the interest rate is 16% per annum.

WHEREAS, to evidence the Loan, Mortgagor has executed and delivered to Lender that certain Note, in
the original principal amount of \$1,100,000.00, dated the date hereof (as amended from time to time, the "Note").
Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Note.

WHEREAS, Mortgagor is the title holder of the Real Estate (as hereafter defined).

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the
payment of all charges provided herein and all other sums, with interest thereon, and the performance of the covenants
and agreements contained herein and in the Loan Documents, all future advances and all other indebtedness of
Mortgagor to Lender whether now or hereafter existing advanced in accordance herewith to protect the security of this
Mortgage including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card
indebtedness, lease obligations, liabilities and obligations under interest rate protection agreements or foreign
currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of
Mortgagor, or any of them, and any present or future judgments against Mortgagor, or any of them; and whether any
such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or
unliquidated, determined or undetermined; whether Mortgagor may be liable individually or jointly with others, or

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primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Mortgagor for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise (collectively, the "Secured Indebtedness" or "Indebtedness"), and also in consideration of \$10.00, the receipt and sufficiency whereof are acknowledged, Mortgagor does hereby convey, grant, mortgage and warrant to Lender the real estate commonly known as 1201 S. Prairie, Unit 4301, Garage Spaces GU-258 and GU-259, located in the City of Chicago, County of Cook, State of Illinois and described on Exhibit "A" attached hereto ("Real Estate"), subject only to covenants, conditions, easements and restrictions set forth on Exhibit "B", if any ("Permitted Encumbrances").

TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Real Estate or any improvements thereon; and (ii) any and all awards, claims for damages, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate or any improvements thereon, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not, and it is agreed that all improvements, apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by or at the direction of Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate, and, together with the Real Estate are hereinafter collectively referred to as the "Property". To have and to hold the Property unto Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Property is located, which rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor hereby covenants and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or cause to be paid when due all Secured Indebtedness.

2. Funds for Taxes and Insurance.

A. Subject to applicable law, during the continuance of an Event of Default (as hereinafter defined) and if the Lender so requests, Mortgagor shall thereafter pay or cause to be paid to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, the following amounts (collectively "Funds"): (i) a sum equal to all general and special real estate and property taxes and assessments (including condominium and planned unit development assessments, if any) and ground rents on the Property, if any (collectively "Impositions") next due on the Property, all as estimated by Lender, divided by the whole number of months to elapse before the month prior to the date when such Impositions will become due and payable; provided, however, that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i) will result in a sufficient reserve to pay the Impositions next becoming due one month prior to the date when such Impositions are, in fact, due and payable; plus (ii) if requested by Lender, a sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance required in Paragraph 6, each installment to be in such an amount that the payment of approximately equal installments will result in the accumulation of a sufficient sum of money to pay renewal premiums for such insurance at least one month prior to the expiration or renewal date or dates of the policy or policies to be renewed, if any, all as are reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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B. The Funds shall be held by Lender or, at Lender's election, in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency ("depository account"). Lender shall not be required to pay any interest or earnings on the Funds unless otherwise required by law, in which case, all interest shall accrue in the depository account and Lender may charge for so holding and applying the Funds, analyzing the account or verifying and compiling assessments and bills. Upon Mortgagor's request, Lender shall provide to Mortgagor an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit was made. The Funds are hereby pledged as additional security for the sums secured by this Mortgage. The Funds are for the benefit of Mortgagor and Lender only and no third party shall have any right to or interest in the Funds or the application thereof.

C. If the amount of Funds held by Lender, together with future monthly installments of Funds prior to the due dates of Impositions, shall exceed the amount required to pay said Impositions, and insurance premiums as they fall due, such excess shall be retained by Lender or in the depository account and credited to subsequent monthly installments of Funds. If the amount of Funds held by Lender shall not be sufficient to pay the Impositions and insurance premiums as they fall due, Mortgagor shall immediately pay or cause to be paid to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

D. Upon payment in full of the Secured Indebtedness, Lender shall promptly refund to Mortgagor, or to any person to whom Mortgagor directs, any Funds held by Lender. If the Property is sold or is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Secured Indebtedness.

3. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note and all other documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness (collectively, the "Loan Documents") shall be applied by Lender first to expenses incurred by the Lender in connection with the Note or the other Loan Documents, second to interest payable on the Note, then to principal payable on the Note (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity), if principal is due, then to payments required from Mortgagor to Lender under Paragraph 2, if applicable, then to any sums advanced by Lender pursuant to Paragraph 8 to protect the security of this Mortgage. Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any monthly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or other Loan Documents.

4. Liens. Mortgagor shall keep the Property free from mechanics' and all other liens and encumbrances, except Permitted Encumbrances and statutory liens for real estate taxes and assessments not yet due and payable.

5. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Property and leasehold payments, if any. Upon written request from Lender, Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by statute, any tax or assessment Mortgagor desires to contest, and shall provide Lender with evidence of payment within sixty (60) days from the date any such Impositions are due.

6. Insurance. In addition to the condominium insurance described in Paragraph 28 below, Mortgagor, at its sole cost and expense, shall insure and keep insured the Property against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time reasonably require, including but not limited to general liability insurance and property insurance, which insurance shall in addition to the insurance policies maintained by the homeowner's or condominium association governing the condominium project in which the Property is located. Borrower shall provide Lender with evidence of all insurance required by Lender during the term of the Loan, showing Lender as the mortgagee/additional insured on such policies within five (5) business days from the date of Lender's written request for such evidence.

7. Use, Preservation and Maintenance of Property; Leaseholds. Mortgagor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property. Mortgagor shall not allow, store, treat or dispose of Hazardous Material as defined in Paragraph 27, nor permit the same to exist or

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be stored, treated or disposed of, from or upon the Property in violation of any applicable laws or regulations. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Property, except as required by law, without the prior written consent of Lender. Except for the Permitted Encumbrances, Mortgagor shall not grant or permit any easements, licenses, covenants or declarations of use against the Property without Lender's prior written consent, which shall not be unreasonably conditioned, withheld or delayed.

8. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including: (i) making repairs; (ii) paying, settling, or discharging tax liens, mechanics' or other liens, paying ground rents (if any); (iii) procuring insurance; and (iv) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be part of the Secured Indebtedness and shall bear interest at the Default Rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. Inspection of Property and Books and Records. Mortgagor shall permit Lender and its representatives and agents to inspect the Property from time to time during normal business hours and as frequently as Lender requests in writing. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Property. From time to time upon not less than five days' written demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records at Lender's expense, and all supporting vouchers and data at its offices or at the address identified above. Notwithstanding anything in this Section 9 to the contrary, prior to the occurrence of an Event of Default, Lender will not inspect the Property or books and records more than two times per calendar year.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in excess of \$100,000 in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Lender. Mortgagor hereby grants a security interest to Lender in and to such proceeds. Lender is authorized to collect such proceeds and at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or in payment of the Secured Indebtedness. In the event the Property is restored, Lender may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services. In the event the condemnation proceeds are applied to reduce the Secured Indebtedness, any such application shall constitute a voluntary prepayment under the Loan Documents.

11. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured Indebtedness shall not operate to release, in any manner, the liability of the Mortgagor. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, the Loan Documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Secured Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under the Loan Documents, this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

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12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Lender and Mortgagor.

13. Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limit; and any sums already collected from Mortgagor which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Mortgagor or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor of the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

14. Legislation Affecting Lender's Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any material provision of the Note, this Mortgage or any of the other Loan Documents unenforceable according to its terms, Lender, at its option upon giving written notice to Mortgagor allowing 60 days to pay off the balance of the Secured Indebtedness, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 19.

15. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery, by nationally recognized overnight courier service or by certified mail, return receipt requested. Notices shall be given at the addresses as set forth in the Note. Notices shall be deemed to have been given and effective on the date of delivery if hand-delivered, the next business day after delivery to the nationally recognized overnight courier service if by such courier service, or if sent by certified mail, return receipt requested, on the date of delivery or refusal shown on the certified receipt therefor. Any party hereto may change the address to which notices are given by notice as provided herein.

16. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage, the Note or any of the other Loan Documents conflicts with applicable law, or is adjudicated to be invalid or unenforceable same shall not affect other provisions of this Mortgage, the Note or any of the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Note or any of the other Loan Documents are declared to be severable and the validity or enforceability of the remainder of the Loan Documents in question shall be construed without reference to the conflicting, invalid or unenforceable clause or provision.

17. Prohibitions on Transfer of the Property or of an Interest in Mortgage. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecate, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, whether subordinate to Lender's interest in the Property (collectively "Transfer") of the Property or any part thereof or interest therein, or of all or a portion of the interest of Mortgagor or any member of Mortgagor (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender may declare the entire unpaid balance, including interest on the Secured Indebtedness, immediately due and payable.

18. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

A. Mortgagor's failure to pay any amount due herein (including any applicable cure periods, if any) or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Loan Documents;

B. The failure of Mortgagor for a period of 30 days after Mortgagor's receipt of written notice from Lender to perform or observe any non-monetary covenant, agreement, representation, warranty or other provision

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contained in this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) (“Non-Monetary Event of Default”). If such Non-Monetary Event of Default is not capable of being cured within said 30 day period, and Mortgagor commences to cure such Non-Monetary Event of Default within said 30-day period and thereafter Mortgagor diligently prosecutes the cure of such event, Mortgagor will have additional time as is reasonably necessary to cure such Non-Monetary Event of Default.

C. A Prohibited Transfer occurs;

D. A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or any beneficiary of or person in control of Mortgagor, shall consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property;

E. All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

F. The dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of a member of Mortgagor or otherwise, or the amendment or modification in any respect of Mortgagor's operating agreement that would adversely affect Mortgagor's performance of its obligations under the Note, this Mortgage or the other Loan Documents;

G. This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

H. The Property is abandoned;

I. An indictment or other charge is filed against Mortgagor or any Guarantor in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness (inclusive of all grace periods) or of any other funds, property or other assets of Mortgagor or any Guarantor, unless such charge is dismissed within 45 days after filing; or

J. Mortgagor's failure to pay, when due (taking into account any applicable cure periods), any amount payable under any other obligation of Mortgagor, arising out of the Indebtedness to Lender, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, subject to applicable cure periods, if any;

K. If any uninsured damage to, loss, theft or destruction of any of the collateral in excess of a material dollar amount occurs; or

L. The occurrence of an Event of Default under the Note or the other Loan Documents.

19. ACCELERATION; REMEDIES. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY, AT THE OPTION OF THE LENDER, FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR.

20. Assignment of Leases and Rents.

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A. All right, title, and interest of Mortgagor in and to those leases, if any, listed on Exhibit "C", and all present and future leases affecting the Property, written or oral (collectively, "Leases"), and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Property (collectively "Rents") are hereby transferred and assigned to Lender as further security for the payment of the Secured Indebtedness, and Mortgagor hereby grants a security interest to Lender in and to the same. Mortgagor shall submit (at the Lender's request) all future Leases affecting the Property (other than Leases executed by Mortgagor in the ordinary course of its business), and all such Leases shall be in a form reasonably approved by Lender. All Leases shall be subordinate to this Mortgage. With the exception of Leases executed by Mortgagor in the ordinary course of its business, Mortgagor shall furnish Lender (at the Lender's request) with executed copies of each Lease and, if requested by Lender in writing, with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Lender and shall be delivered not later than 30 days after Lender's written demand.

B. If, without Lender's prior written consent, Mortgagor; (i) as lessor, fails to perform and fulfill any material term, covenant, or provision in any Lease; (ii) suffers or permits to occur any breach or default under the provisions of any separate assignment of any Lease given as additional security for the Secured Indebtedness; (iii) fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the material terms, covenants, or provisions, which are required to be performed by the lessee or the lessor of any other Lease or Leases hereafter assigned to Lender; (iv) cancels, terminates, or materially amends or modifies any Lease outside the ordinary course of Mortgagor's business; or (v) permits or approves an assignment by lessee of a Lease or a subletting of all or any part of the Property demised in the Lease outside the ordinary course of Mortgagor's business; such occurrence shall constitute an Event of Default hereunder.

C. Lender shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Note and other Loan Documents or to any person acquiring title to all or any part of the Property through foreclosure or otherwise.

D. During the continuance beyond any applicable cure period of an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof, if any, to pay all Rents directly to Lender without proof of the Event of Default. While this assignment is a present assignment, Lender shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall occur under this Mortgage.

E. After the occurrence of an Event of Default, if Mortgagor, as lessor, shall neglect or refuse to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Lender may, at its option, perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by Lender shall become a part of the Secured Indebtedness and shall be due and payable upon demand by Lender with interest thereon accruing thereafter at the Default Rate. Lender, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Lease. Mortgagor shall, defend, protect, indemnify and hold Lender harmless from and against any and all liability, loss or damage to Lender under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of all alleged obligations or undertakings on its part to perform or discharge any Lease terms, covenants or agreements. The amount of any such liability, loss or damage arising under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, including costs, expenses and reasonable attorneys' fees, incurred by Lender shall be a part of the Secured Indebtedness due and payable upon demand with interest thereon accruing thereafter at the Default Rate.

21. Appointment of Receiver. Upon acceleration under Paragraphs 17 or 19, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the Rents including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Property and collection of rents, including, but not limited to, receiver's fees, and premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received. Lender will provide written notice to Mortgagor concurrently with seeking to have a receiver appointed. Borrower acknowledges and agrees that upon acceleration under Paragraphs 17 and 19, any receiver appointed pursuant to this Paragraph 21 shall have full right and authority to market the Property for sale without obtaining any further consent from Borrower, and shall have full right

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and authority to enter into any contract for the sale of the Property and consummate the transactions contemplated under such sale contract. Borrower shall fully cooperate with the receiver facilitating a sale of the Property, including but not limited to executing any and all documents necessary to consummate the sale of the Property.

22. Security Agreement; Fixture Filing. Without limiting any other provisions of this Mortgage, and subject to all applicable laws and regulations, Mortgagor hereby grants and transfers to Lender a security interest in all building materials, fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Property as set forth in the description of the Property above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Property and other tangible personal property now owned or hereafter acquired by Mortgagor attached to, located on, forming a part of the Property and owned by Mortgagor, all property of like kind or type hereafter acquired by Mortgagor in substitution or replacement thereof, together with all tools, accessories, parts, equipment, and accessions now in, attached to, or which may hereafter at any time be placed in or added to the Property and owned by Mortgagor, including all after-acquired property, replacements, and proceeds thereof (including tort claims and insurance); and all rents, royalties, income, security deposits, funds, proceeds and/or profits received or receivable by Mortgagor from all leases, rental agreements, or occupancies of the Real Estate, and with respect to all Funds and other sums which may be deposited with Lender pursuant hereto (all for the purposes of this paragraph called "Collateral"), to secure the payment of the Note and any extensions or renewals thereof and any other liabilities of the Mortgagor in favor of Lender, direct or indirect, absolute or contingent, now existing or hereafter arising, all of which the Mortgagor agrees to pay without relief from valuation or appraisal laws and with attorneys' fees; and the payment of any and all future advances that may be made by Lender to Mortgagor during the term of this Mortgage shall likewise be secured by the Collateral, equally with and to the same extent as monies originally advanced under this Mortgage and the Note. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property. Mortgagor now has or will acquire clear and unencumbered title to the Collateral now in its possession or to be acquired and, except for the security interest granted herein, Mortgagor will at all times keep the Collateral free from any adverse lien, security interest, or encumbrance, except as expressly set forth in the Loan Documents. The security interest hereby granted shall continue until full performance by the Mortgagor of all conditions and obligations of the Note and this Mortgage. Mortgagor shall be entitled to possession of the Collateral until default, but shall use the Collateral in a careful and prudent manner, maintain the Collateral in good repair, pay all taxes and other charges thereon when due, and defend the Collateral at all times against any claims during the duration of this Mortgage. Except for replacement of Collateral equal or greater value or removal to repair the Collateral, Mortgagor shall not permit the Collateral to be removed from the Real Estate without the prior written consent of Lender. Upon any Event of Default, Lender, at its option and without notice or demand, shall be entitled to enter upon the Real Estate to take immediate possession of the Collateral or to render the same unusable. Upon request, Mortgagor shall assemble and make the Collateral available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Upon repossession, Lender may propose to retain the Collateral in partial satisfaction of the Secured Indebtedness secured hereby or sell all or any portion of the Collateral at public or private sale in accordance with the Uniform Commercial Code as adopted in Illinois or any other applicable statute. In the further event that Lender shall dispose of any or all of the Collateral after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Lender, and (c) to the satisfaction of the Secured Indebtedness. Mortgagor hereby authorizes Lender to execute and file financing statements signed only by a representative of Lender covering the security interest of Lender in the Collateral.

23. Zoning. The Property is zoned to permit the intended operation and use of the Property. Mortgagor will not initiate or acquiesce in a zoning reclassification without Lender's prior written consent.

24. Principal Amount of Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced for Impositions and insurance premiums or to protect the security of this Mortgage, exceed \$2,200,000.00.

25. Business Loan. Mortgagor hereby represents and warrants that: (a) the proceeds of the Secured Indebtedness (the "Loan") will be used for the purposes specified in 815 ILCS 205/4(1)(a) or (c) of the Illinois Compiled Statutes, as amended; (b) the Loan constitutes a "business loan" within the purview of that Section; (c) the Loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. Sec. 1601, et seq.; and (d) the proceeds of the Indebtedness

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will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

26. Riders. All Riders attached hereto, if any, are incorporated herein and made a part hereof.

27. Environmental Compliance. As used in this Section 27: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (i) that is in violation of any Environmental Law, (ii) which creates an Environmental Condition, or (iii) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Borrower shall promptly give Lender written notice of (A) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (B) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (C) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

28. Compliance with Condominium Declaration and By-Laws. The Property consists of one residential unit and two (2) garage parking spaces located in that certain residential condominium building commonly known as the One Museum Park West Condominiums (a/k/a "The Grant") (the "Condominium Project"). Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is reasonably satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss, by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then Borrower's obligation under Section 6 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Paragraph 3 herein.

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B. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph 28 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

29. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

30. Change of Laws. In the event of the enactment after the date hereof of any law of the State in which the Real Estate is located imposing upon Lender the payment of the whole or any part of the taxes or assessments for charges and liens herein required to be paid by Mortgagor, or the passing or creation of any law deducting from the value of the Property any lien thereon for the purpose of taxation of Lender, or changing in any way the laws now in force for the taxation of mortgages, or the Secured Indebtedness, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the Secured Indebtedness, then in such event Mortgagor, upon written demand by Lender, shall pay such taxes or assessments or reimburse Lender therefor; provided, however, that if it is unlawful for Mortgagor to make such payment, or the making of such payment would impose a rate of interest beyond the maximum permitted by law, then and in such event, such payments by the Mortgagor shall be delayed until the earliest interest payment dates under the Note on which the receipt thereof would be permissible under the laws applicable to the Lender limiting rates of interest which may be charged or collected by the Lender.

31. Waiver of Right of Redemption. Notwithstanding any of the provisions to the contrary contained herein, Mortgagor hereby waives, to the fullest extent permitted by law, whether in effect as of or after the date of this mortgage, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights of redemption, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property or any portion thereof subsequent to the date hereof, it being the intent hereof that any and all such right of redemption of Mortgagor, and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by involving or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

32. WAIVER OF JURY TRIAL. MORTGAGOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS

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MORTGAGE AND THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

33. Miscellaneous. The recitals set forth above are incorporated herein by this reference. Upon request of the Lender, the Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents. Nothing herein contained shall be construed as constituting the Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Property by the Lender pursuant to this Mortgage. The Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of the Lender becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Lender hereunder is solely that of debtor/creditor. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Property, and if the Lender acquires any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by the Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

35. Waiver of Notice of Acceptance. Notice of acceptance of this Mortgage by Lender is hereby waived.

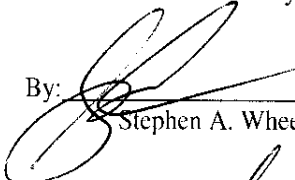
36. Confession of Judgment. Borrower hereby irrevocably authorizes and empowers an attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of the Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorney's fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

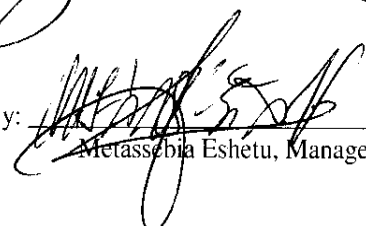
[Signature page follows]

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IN WITNESS WHEREOF, the duly authorized representative of Mortgagor has executed this Mortgage.

AMS 1201 S PRAIRIE, LLC,
an Illinois limited liability company

By:  _____
Stephen A. Wheeler, Manager

By:  _____
Metassebia Eshetu, Manager

Property of Cook County Clerk's Office

****Notary Page Follows****

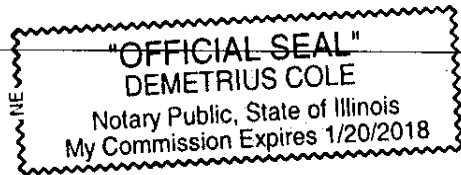
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Demetrius Cole, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen A. Wheeler, a manager of AMS 1201 S Prairie, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Real Estate Mortgage, Security Interest and Fixture Filing**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of such limited liability company and as his free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of March, 2015

My Commission Expires: 1/20/18 
Notary Public

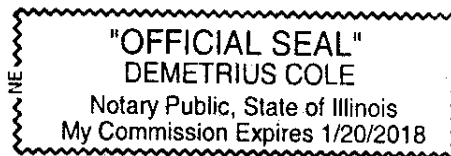


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Demetrius Cole, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Metassebia Eshetu, a manager of AMS 1201 S Prairie, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing **Real Estate Mortgage, Security Interest and Fixture Filing**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of such limited liability company and as her free and voluntary act, and as the free and voluntary act of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 2nd day of March, 2015

My Commission Expires: 1/20/18 
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION REAL PROPERTY COLLATERAL

PARCEL 1:

DWELLING UNIT 4301 AND GU-258 and GU-259 IN THE ONE MUSEUM PARK WEST CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PART OF SOUTH INDIANA AVENUE PER DOCUMENT 93954909 RECORDED NOVEMBER 22, 1993, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0933444028, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE ("GRANT") DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP I, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY: (i) TO CONSTRUCT, LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF PORTIONS OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, INCLUDING WITHOUT LIMITATION ALL STRUCTURAL MEMBERS, FOOTING, CAISSON BELLS, FOUNDATIONS, DEMISING WALLS, COLUMNS, SHEETING AND GRADE BEAMS AND ANY OTHER SUPPORTING COMPONENTS WHICH PROVIDE SUPPORT AND/OR ENCLOSURE; AND, (ii) TO MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE FUTURE IMPROVEMENTS LOCATED ON PARCEL 1, ENCROACH UPON ANY PART OF THE DOMINANT PARCELS (AS DEFINED IN THE GRANT), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENTS AND AGREEMENT FOR CONSTRUCTION, ENCROACHMENTS AND MAINTENANCE DATED MARCH 15, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532035 MADE BY AND AMONG CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, 1255 SOUTH PRAIRIE PRIVATE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND GP I, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY FOR THE PURPOSE OF INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT OVER, UPON, ACROSS, UNDER AND THROUGH THE SERVIENT PARCEL DESCRIBED THEREIN TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE IMPROVEMENTS ON PARCEL 1, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP I, LLC AND CENTRAL STATION, L.L.C. FOR UTILITY PURPOSES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR AND REPLACE WATER MAINS AND PIPES, SEWER LINES, GAS MAINS, TELEPHONE AND COMMUNICATIONS WIRES AND EQUIPMENT, AND ELECTRICAL CONDUITS, WIRES AND EQUIPMENT, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT FOR MUSEUM PARK NORTH DATED APRIL 28, 2006 AND RECORDED MAY 15, 2006 AS DOCUMENT 0613532038 MADE BY AND AMONG 1255 SOUTH PRAIRIE PRIVATE, L.L.C.; GP 1, LLC AND CENTRAL STATION, L.L.C. FOR INGRESS AND EGRESS OF VEHICLES AND PERSONS OVER, ON AND ACROSS STREET AREAS LOCATED UPON THE PRAIRIE AVENUE PRIVATE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE AMENDED AND RESTATED GRANT OF EASEMENTS: GRANT OF PUBLIC ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL DATED APRIL 19, 2002 AND RECORDED APRIL 24, 2002 AS DOCUMENT 0020470285 MADE BY AND AMONG MUSEUM PARK EAST, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND CHICAGO TITLE LAND TRUST COMPANY (FORMERLY KNOWN AS CHICAGO TITLE AND TRUST COMPANY), AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1990 AND KNOWN AS TRUST NUMBER 1 080000 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE DECLARATION OF EASEMENTS FOR CONSTRUCTION, ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE; ACCESS RAMP EASEMENTS MADE BY AND BETWEEN GRANT PARK 2, LLC AND CENTRAL STATION, L.L.C. RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444026 FOR THE FOLLOWING PURPOSES:

- A) LOCATE AND MAINTAIN PERMANENT ENCROACHMENTS OF ANY ONE MUSEUM PARK WEST IMPROVEMENTS AND/OR FACILITIES;
- B) MAINTAIN ANY INCIDENTAL ENCROACHMENTS IN THE EVENT AND TO THE EXTENT THAT ANY PART OF THE ONE MUSEUM PARK WEST IMPROVEMENTS SHALL ENCROACH OR SHALL HEREAFTER ENCROACH; AND,
- C) FOR INGRESS AND EGRESS TO THE EXTENT REASONABLY NECESSARY TO PERMIT THE MAINTENANCE, REPAIR, REPLACEMENT OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST IMPROVEMENTS, IN, TO, UNDER, OVER, UPON, THROUGH AND ABOUT PORTIONS OF THE "T5 PROPERTY", AS DEFINED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED APRIL 2, 2008 AND RECORDED APRIL 4, 2008 AS DOCUMENT 0809541096, BY AND AMONG, GPI, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (i) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER ONE MUSEUM PARK EAST PROPERTY, AS DEFINED THEREIN;
- (ii) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;

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(iii) FOR INGRESS AND EGRESS OVER ONE MUSEUM PARK EAST PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY; AND

(iv) FOR INGRESS AND EGRESS TO ANY DOG RUN AREA AND FOR ACCESS TO AND USE OF ANY DOG RUN AREA LOCATED ON THE ONE MUSEUM PARK EAST PROPERTY, IN COOK COUNTY, ILLINOIS

PARCEL 9:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I, AS CREATED BY DECLARATION OF EASEMENTS FOR ENCROACHMENTS, ADJACENT IMPROVEMENTS, ACCESS AND MAINTENANCE, DATED NOVEMBER 20, 2009 AND RECORDED NOVEMBER 30, 2009 AS DOCUMENT 0933444027 BY AND BETWEEN GRANT PARK 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CENTRAL STATION, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, FOR EASEMENTS:

- (a) TO LOCATE AND MAINTAIN ENCROACHMENTS OF PORTIONS OF IMPROVEMENTS OVER T5 PROPERTY, AS DEFINED THEREIN;
- (b) FOR REPAIR, REPLACEMENT AND RECONSTRUCTION OF ALL EXPANSION JOINT CONNECTIONS AS DESCRIBED THEREIN;
- (c) FOR INGRESS AND EGRESS OVER T5 PROPERTY TO THE EXTENT REASONABLY NECESSARY TO PERMIT MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY PORTION OF THE ONE MUSEUM PARK WEST PROPERTY, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THE (EXCLUSIVE) RIGHT TO THE USE OF STORAGE SPACE(S) S-233, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0933444028.

COMMONLY KNOWN AS: 1201 South Prairie Avenue, Chicago, Illinois 60605
 PIN's: Dwelling Unit 430 1: 17-22- 110- 138- 1 233
 Garage Unit(s) GU-258: 17-22-110-138-1556 and GU-259: 17-22-110-138-1557

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

As per Schedule B of that certain ProForma Loan Policy issued by Chicago Title Insurance Company as Policy No. _____ attached hereto and incorporated herein by reference.

[attach Schedule B]

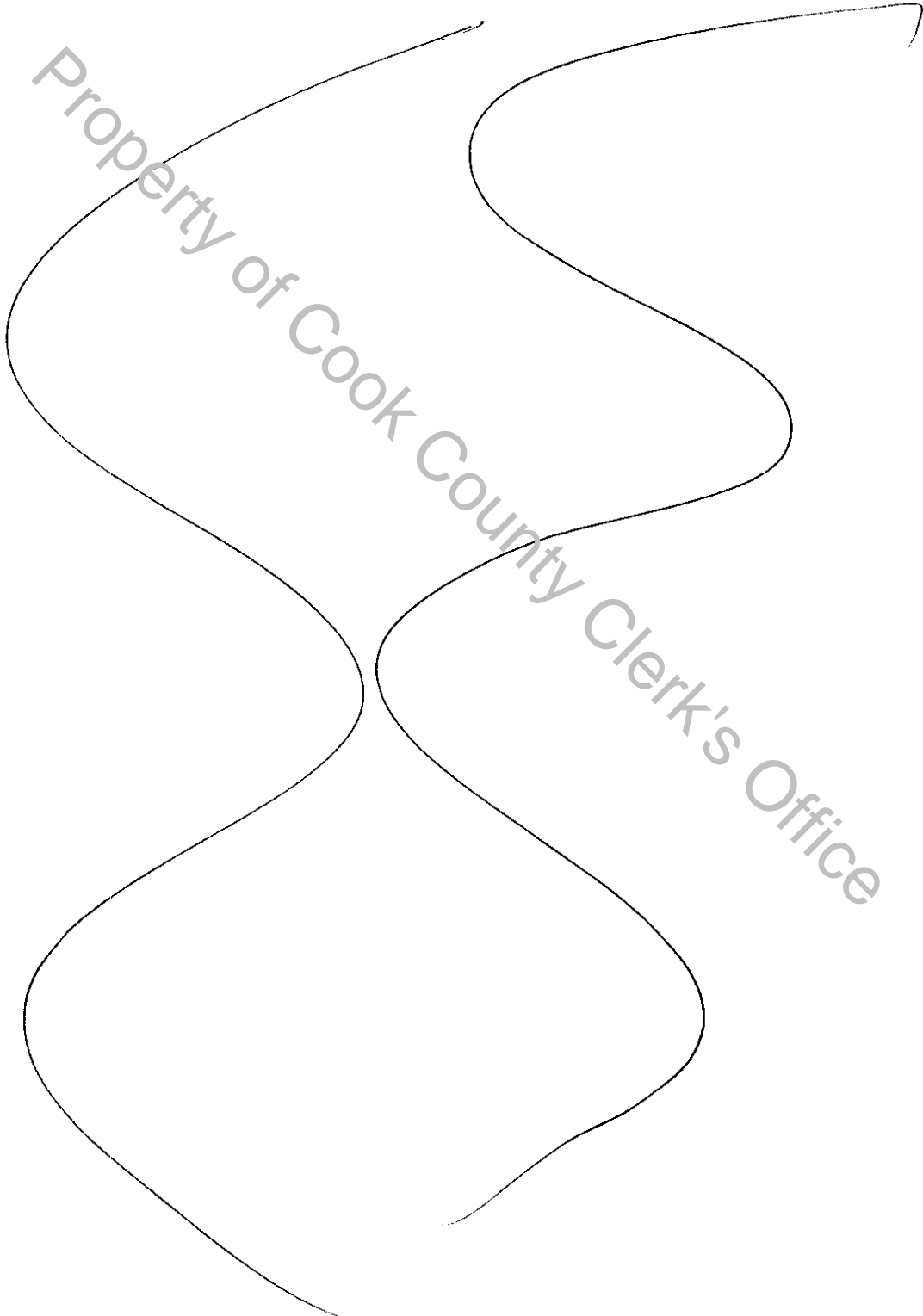
Property of Cook County Clerk's Office

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EXHIBIT "C"

Note

[attach copy of Note]



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NOTE

\$1,100,000.00

March 2, 2015
Chicago, Illinois

Article I

1.1 **Agreement to Pay.** FOR VALUE RECEIVED, the undersigned, **AMS 1201 S PRAIRE LLC**, an Illinois limited liability company ("**Maker**" or "**Borrower**"), having an address of 33 North LaSalle Street, Suite 1000, Chicago, Illinois 60602, hereby promises to pay to the order of **CEDAR HILL CAPITAL, LLC**, a Connecticut limited liability company, its successors and assigns ("**Holder**"), the principal sum of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)(as modified, increased or decreased from time to time, the "**Loan**"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder from time to time.

1.2 **Repayment of Principal and Interest.** Commencing on April 1, 2015 and continuing on the 1st day of each and every month thereafter, payments of interest only in the amount of Fourteen Thousand Six Hundred Sixty-Six and 67/100 (\$14,666.67) shall be due and payable to Holder. A balloon payment for the full amount of principal, unpaid interest due and any other sums due under the Loan Documents shall be due and payable on March 2, 2016 (the "**Maturity Date**").

1.3 **Interest Rate.** Interest shall accrue on the outstanding principal balance of this Note from the date hereof through the Maturity Date at a fixed per annum rate of interest equal to Sixteen Percent (16.00%) (the "**Interest Rate**").

1.4 **Application of Payments.** Each payment made on this Note shall be credited first to any expenses incurred by Holder (including any late fees and Default Interest described in Section 2.5 below), second to any interest then due, and third to the outstanding principal balance hereof.

1.5 **Prepayment.** Borrower shall be permitted to make prepayment of the indebtedness evidenced by this Note, in whole or in part, from time to time as the Borrower may desire without penalty upon sixty (60) days' prior written notice to Holder.

1.6 **Loan Fees; Attorney's Fees and Closing Costs.** In addition to all other fees and costs set forth in this Note, at the time of the funding of the Loan, Borrower must pay the Holder a fee equal to 6.00% of the Loan amount (\$66,000.00), plus the costs of Holder's attorney's fees and all closing costs in connection with the Loan.

ARTICLE II

2.1 **Security for Payment; Loan Documents.** This Note is secured by certain loan documents, all of even date herewith, including, but not limited to, the following: (i) Real Estate Mortgage, Security Agreement and Fixture Filing made by Borrower in favor of Holder ("**Mortgage**") securing the property commonly known as 1201 S. Prairie, Unit 4301, and Garage Units GU-258 and GU-259; (ii) Assignment of Leases and Rents made by Borrower in favor of Holder; (iii) Security Agreement made by Borrower in favor of Holder; (iv) Pledge Agreement executed by the sole member of Borrower; (v) Guaranty in favor of Holder executed by Stephen A. Wheeler ("**Wheeler**"); (vi) Guaranty in favor of Holder executed by Metassebia Eshetu ("**Eshetu**") and together with Wheeler, the "**Guarantors**"; and (vii) Environmental Indemnity Agreement made by Borrower and Guarantors in favor of Holder (items (i) through (vii) above, together with any and all other documents evidencing the Loan shall collectively be referred to as the "**Loan Documents**").

2.2 **Event of Default.** Borrower, without notice or demand of any kind, shall be in default hereunder (such event an "Event of Default") if:

(a) any amount of principal and interest payable on this Note is not paid within 10 days after such payment is due, or is not paid on the Maturity Date, or on any other liability or obligation of the Borrower to the Holder, howsoever created, arising or evidenced, and howsoever owned, held or acquired, whether now or hereafter

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existing, whether now due or to become due, whether direct or indirect, or absolute or contingent, and whether several, joint or joint and several, (all of which liabilities and obligations, including this Note, are hereinafter called the "Obligations") is not paid when due (subject to any applicable grace period, if any);

(b) Except as provided in clause (a) of this Paragraph 2.2, Borrower shall be in default under or shall otherwise fail to perform any of the promises to be performed by the Borrower hereunder or under the Loan Documents or other agreement with the Holder and such failure shall continue beyond any grace period set forth in the Loan Documents;

(c) Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of \$10,000 over the amount covered by insurance shall be entered or filed against Borrower or any Guarantor or against any of their respective properties or assets and remains unvacated, unbonded or unstayed for a period of 30 days;

(d) Any representation or warranty made by Borrower or any Guarantor in this Note or the other Loan Documents or any statement or certificate furnished pursuant hereto or thereto is untrue;

(e) Borrower or any Guarantor becomes insolvent (defined as unable to pay their debts as they come due) or bankrupt, or bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors are instituted against Borrower or any Guarantor and are not dismissed within 60 days after such institution or a decree or order for the appointment of a trustee or receiver for Borrower or any Guarantor for the major part of their respective properties is entered by a court of competent jurisdiction and the trustee or receiver appointed pursuant to such decree or order is not discharged within 30 days after such appointment;

(f) Borrower or any Guarantor shall institute bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors or shall consent to the institution of such proceedings against it/him by others or to the entry of any decree or order adjudging Borrower or Guarantor bankrupt or insolvent or approving as filed any petition seeking reorganization under any bankruptcy or similar law or shall apply for or shall consent to the appointment of a receiver or trustee for Borrower or Guarantor for the major part of its/his properties or Borrower or Guarantor shall make an assignment for the benefit of creditors or shall admit in writing its/his inability to pay its/his debts as they mature or shall take any action in contemplation or in furtherance of any of the aforesaid purposes;

(h) If this Note or any of the other Loan Documents shall cease for any reason to be in full force and effect (other than by reason of the satisfaction of all of Borrower's obligations to Holder or a voluntary release by Holder of any other Loan Documents) or Borrower or any other person, trust or entity (other than Holder) shall disavow its obligations thereunder, or shall contest the validity or enforceability thereof;

(k) There is a material adverse change in the financial condition of Borrower or any Guarantor, as determined by Holder in its reasonable discretion; or

(l) If a Guarantor dies, and Borrower does not deliver, within sixty (60) days after such death, an executed guaranty, by a substitute guarantor of better or equal financial status (as compared to the deceased Guarantor), which contains: (i) identical terms as the guaranty executed and delivered by the deceased Guarantor, and (ii) a stated aggregate liability equal to or greater than the total aggregate liability of the deceased Guarantor under his guaranty, within 90 days of such Guarantor's death. The determination of the substitute guarantor's financial status, as compared to the deceased Guarantor, shall be determined by Holder in its reasonable discretion.

2.3. **Acceleration of Maturity.** At any time after the occurrence of any Event of Default (other than Section 2.2(e) or (f)), Holder has the option, without demand or notice, to declare the unpaid principal of the Note together with all accrued interest and other sums evidenced by or secured by the Mortgage or the other Loan Documents at once due and payable to the extent permitted by law; to foreclose the Mortgage and the liens or security interests securing the payment of the Note and to exercise any and all other rights and remedies available at law or in equity or under the Mortgage or any of the other Loan Documents. Upon the occurrence of an Event of Default described in Section 2.2(e) or (f), then the unpaid principal of this Note together with all accrued interest and

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other sums evidenced by or secured by the Mortgage or the other Loan Documents shall automatically and immediately become due and payable.

2.4. **Remedies.** No delay on the part of the Holder in exercising any right under this Note or the Loan Documents, or other undertaking securing or affecting this Note or the Loan Documents, shall operate as a waiver of such right or any other right under this Note or the Loan Documents, nor shall any omission in exercising any right on the part of the Holder under this Note or the Loan Documents or the Loan Documents operate as a waiver of any other right.

2.5. **Default Interest Rate and Late Fee.** At the Holder's option, while any Event of Default exists and remains uncured beyond any applicable cure period, interest on the unpaid principal balance of the Loan from time to time will accrue at an annual rate ("Default Rate") equal to twenty four percent (24%). In addition, payments of principal and interest not paid within ten (10) days of when such payments are due (excluding principal due on the Maturity Date) shall also be subject to a late charge equal to 10% of the monthly payment of interest or \$100.00, whichever amount is greater. Borrower shall pay such amounts upon demand, or if no such demand is made, then at the times installments of interest and/or principal are due as provided herein.

2.6. **Costs.** Borrower agrees to pay all reasonable and actual out-of-pocket costs and expenses of Holder, including reasonable attorneys' fees and costs incurred by the Holder in preparing and enforcing this Note and the Loan Documents.

ARTICLE III

3.1 **Notices.** Any notice that Holder or Borrower may desire or be required to give under any of the Loan Documents to any other party hereto shall be in writing and shall be deemed to have been properly given, served and received: (i) if delivered by messenger, when delivered; (ii) if mailed in the United States certified or registered mail, postage prepaid, return receipt requested, on the date of delivery or refusal as shown on the return receipt therefor; or (iii) if delivered by reputable express carrier, freight prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

- | | | |
|-----|-----------------|--|
| (a) | if to Borrower: | AMS 1201 S Prairie, LLC
33 N. LaSalle, Suite 1000
Chicago, Illinois 60602
Attn: Stephen A. Wheeler |
| | with a copy to: | Eric R. Decator, LLC
561 Chatueax Bourne Drive
Barrington, Illinois 60010
Attn: Eric R. Decator, Esq. |
| (b) | if to Holder: | Cedar Hill Capital, LLC
106 Mariomi Road
New Canaan, Connecticut 06840
Attn: Roger Saunders |
| | with a copy to: | Michael L. Goldman, Esq.
200 Connecticut Avenue
Norwalk, Connecticut, 06611 |

3.2 **Governing Law.** The validity, enforcement and interpretation of this Note shall for all purposes be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. Borrower hereby irrevocably submits generally and unconditionally for Borrower and in respect of Borrower's property to the jurisdiction of any local court, or any United States federal court, sitting in Cook County, State of Illinois, over any suit, action or proceeding arising out of or relating to this Note or the Loan or the Loan Documents. Borrower hereby irrevocably waives, to the fullest extent permitted by

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law, any objection that Borrower may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Holder to serve process in any manner permitted by law or limit the right of Holder to bring proceedings against Borrower in any other court or jurisdiction.

3.3 **Waivers.** Borrower waives presentment, protest and notice of dishonor.

3.6 **Business Loan.** Borrower hereby represents that: (i) the proceeds of the Loan will be used for the purposes specified in 815 ILCS 205/4(1)(a) or (c) of the Illinois Compiled Statutes, as amended; (ii) the Loan constitutes a "business loan" within the purview of those Sections; and (iii) the proceeds of the Loan will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

3.7 **Credit Agreements Act.** The parties hereto agree that for purposes of this Note and the other Loan Document: (i) this Note and the other Loan Documents shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et. seq. (the "Credit Act") and that this Note and the other Loan Documents express an agreement or commitment by Holder to lend money or extend credit to Borrower; (ii) the Credit Act applies to this transaction including, but not limited to, the execution of this Note and the other Loan Documents; and (iii) any action on or in any way related to this Note and the other Loan Documents shall be governed by the Credit Act.

3.8 **Severability.** In the event any provision (or any part of any provision) contained in this Note shall for any reason be finally held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note; but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal or unenforceable.

3.9 **Usury.** Notwithstanding any provisions of this Note or any instrument securing payment of the indebtedness evidenced by this Note to the contrary, it is the intent of Holder that Holder shall never be entitled to receive, collect or apply, as interest on principal of the indebtedness any amount in excess of the maximum rate of interest permitted to be charged by applicable law; and if under any circumstance whatsoever, fulfillment of any provision of this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by applicable law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and in the event Holder ever receives, collects or applies as interest any such excess, such amount which would be excess interest will be deemed a permitted partial prepayment of principal without penalty or premium and treated as such; and if the principal amount secured hereby is paid in full, any remaining excess funds shall forthwith be paid to Borrower. In determining whether or not interest of any kind payable hereunder, under any specific contingency, exceeds the highest lawful rate, Borrower and Holder will, to the maximum extent permitted under applicable law, amortize, prorate and allocate such payment so that the interest on account of such indebtedness does not exceed the maximum amount permitted by applicable law. Holder shall not be subject to any penalties provided by any laws for contracting for, charging or receiving interest in excess of the maximum lawful rate.

3.10 **Successors and Permitted Assigns.** This Note shall inure to and bind: (i) Borrower and Borrower's successors and permitted assigns; and (ii) Holder and Holder's successors and assigns. Without limitation of the foregoing, Borrower expressly acknowledges that, after the closing of the Loan, Holder may assign and transfer all rights and interests of the Holder hereunder to an assignee to be identified by Holder, and acknowledges and agrees that, upon execution and delivery of the assignment in relation thereto, such assignee shall hold all of the rights and interests of Holder hereunder. Holder shall provide Borrower prompt written notice of such assignment.

3.11 **Time of Essence.** Time shall be of the essence as to each and every provision of this Note.

3.12 **Record Keeping.** The amount and date of each advance made under this Note and the amount and date of each payment of principal and interest hereon shall be recorded by Holder on its books and records and the amount of principal and interest shown on the Holder's books and records as owing on the Note from time to time shall be prima facie evidence of the amount so owing. The failure to so record any amount or any error in so

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recording any such amount, however, shall not limit or otherwise affect Borrower's obligations hereunder or under the Notes to repay the principal amount of the Loan together with all accrued interest thereon.

3.13 **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS NOTE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALING OF BORROWER AND HOLDER WITH RESPECT TO THIS NOTE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND HOLDER HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT HOLDER OR BORROWER MAY FILE AN EXECUTED COPY OF THIS NOTE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND HOLDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER, AND BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY, THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED BY BORROWER OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

TO THE EXTENT PERMITTED BY LAW, BORROWER WAIVES ALL RIGHTS TO THE ASSERTION OR RECOVERY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST HOLDER IN CONNECTION WITH THIS NOTE OR ANY DOCUMENT OR INSTRUMENT EVIDENCING OR SECURING THIS NOTE.

TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES THE RIGHT TO INTERPOSE ANY DEFENSE (OTHER THAN PAYMENT) OR COUNTERCLAIM TO ANY ACTION BROUGHT BY THE HOLDER HEREOF, AND ANY COUNTERCLAIM OF SET-OFF SHALL BE ASSERTED IN A SEPARATE PROCEEDING INSTITUTED BY THE BORROWER AND WHICH MAY NOT BE CONSOLIDATED WITH THE HOLDER'S SUIT ON THIS NOTE OR THE MORTGAGE.

ARTICLE IV

Borrower represents, warrants and covenants the following to Holder, which representations, warranties and covenants shall be true as of the date hereof and throughout the term of the Loan:

4.1 **Organization; Ownership of Borrower.** Borrower is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Illinois. Borrower is organized and is duly qualified and licensed to do business and is in good standing as a limited liability company in all other jurisdictions where the character of its properties or the nature of its activities makes such qualification necessary.

4.2 **Duties and Nature of Obligations.** Borrower is authorized to execute, deliver and perform all of its duties and obligations under the Loan Documents, and upon the execution and delivery of the Loan Documents, such documents shall constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, except as enforcement thereof may be subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and to general principals of equity. The execution and delivery of the Loan Documents by Borrower and the performance by Borrower of the obligations under the Loan Documents do not constitute the breach of any provision contained in Borrower's articles of organization, operating agreement or any agreement to which Borrower is now a party or by which its assets are bound and do not violate any applicable order, decree, restriction, regulation or law.

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4.3 **Liens and Encumbrances.** Borrower is lawfully possessed and the sole owner of its assets free and clear of any security interest, lien or encumbrance of any kind or character, legal or equitable, other than liens in favor of Holder.

4.4 **Borrower's Equity.** Borrower shall not redeem, retire, purchase or otherwise acquire, directly or indirectly, any of its membership interest or other evidence of ownership interest.

4.5 **Mergers, Consolidations and Sales.** Borrower will not sell, lease or otherwise dispose of all or a substantial part of its tangible properties or assets, or consolidate or be a party to a merger, business combination or other reorganization with any other Person. Notwithstanding the foregoing, Borrower may lease the property securing this Note pursuant to a written lease, which lease shall (a) be in full compliance with the Chicago Residential Landlord Tenant Ordinance; and (b) charge a rental rate that represents the fair market value of such properties in the Chicago, Illinois area. Borrower shall forward Holder a copy of any lease executed for the property securing this Note within ten (10) days from the date such lease is executed.

4.6 **Compliance with Bank Regulatory Requirements.** Upon demand by Holder, Borrower shall reimburse Holder for Holder's additional costs and/or reductions in the amount of principal or interest received or receivable by Holder if at any time after the date of this Note any law, treaty or regulation or any change in any law, treaty or regulation or the interpretation thereof by any governmental authority charged with the administration thereof or any central bank or other fiscal, monetary, or other authority having jurisdiction over Holder or the Loan, whether or not having the force of law, shall impose, modify or deem applicable any reserve and/or special deposit requirement against or in respect to assets held by or deposits in or for the account of the Loan by Holder or impose on Holder any other condition with respect to this Note or the Loan, the result of which is to either increase the cost to Holder of making or maintaining the Loan or to reduce the amount of principal or interest received or receivable by Holder with respect to the Loan. Said additional costs and/or reductions will be those which directly result from the imposition of such requirement or condition on the making or maintaining of the Loan. Notwithstanding the foregoing, Borrower shall not be required to pay any such additional costs which could be avoided by Holder with the exercise of reasonable conduct and diligence or by not assigning this Note to an entity which is subject to any such additional costs by virtue of its relationship with a jurisdiction other than the United States.

4.7 **Notice of Event of Default.** Promptly after knowledge thereof shall have come to the attention of Borrower, and in any event within three (3) days of such knowledge, Borrower shall provide to Holder written notice of the occurrence of any Event of Default or the existence of any condition which would, with notice or the passage of time or both, constitute an Event of Default.

4.8 **Guaranty Debt.** Without the prior written consent of Holder, Borrower shall not (a) enter into any agreement, document or instrument pursuant to which Borrower directly or indirectly guarantees, becomes a surety for, endorses, assumes, agrees to indemnify the obligation of any other person, trust or entity, or (b) otherwise agree to become liable (contingent or otherwise) for such obligations other than endorsements of instruments in the ordinary course of business.

4.9 **No Other Indebtedness.** Borrower will not issue, incur, assume, create or have outstanding any indebtedness for borrowed money (including, without limitation, any indebtedness representing the deferred purchase price of property, any liability in respect of banker's acceptances or letters of credit, any indebtedness, whether or not assumed, secured by liens on property acquired by Borrower at the time of the acquisition thereof or the liability of Borrower under any leases which should be capitalized under GAAP) without the prior written consent of Holder, which consent shall not be unreasonably withheld.

4.10 **Financial Statements.** Each balance sheet, profit and loss statement and statement of cash flows and each interim financial statement heretofore furnished to Holder or any Guarantor by Borrower truly and accurately reflects the financial condition of Borrower and such Guarantor as of the date thereof. Borrower and Guarantor have no contingent liabilities which are material to them other than as indicated on said financial statements and since the date of such financial statements there has been no material adverse change in the financial condition, properties, business or operations of Borrower or any Guarantor.

4.11 **Taxes.** Borrower and Guarantors have duly filed all federal, state and other tax returns which are

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required by law to be filed by them and have paid all taxes and assessments payable by them, which have become due, except for tax returns for which Borrower and Guarantors have secured extensions to file and for those contested in good faith and adequately disclosed and fully provided for on the consolidated financial statements of such Person in accordance with GAAP. Borrower and Guarantors have at all times paid, or has provided adequate reserves for the payment of, all federal, state and other income taxes applicable for all prior fiscal years and for the current fiscal year to date. There is no action, suit, proceeding, investigation, audit, or claim now pending or, to the knowledge of Borrower, threatened by any authority regarding any taxes relating to Borrower or Guarantors which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect (as defined below). Neither Borrower or Guarantors have entered into an agreement or waiver or been requested to enter into an agreement or waiver extending any statute of limitations relating to the payment or collection of taxes of Borrower or Guarantors, and Borrower is not aware of any circumstances that would cause the taxable years or other taxable periods of Borrower or Guarantors not to be subject to the normally applicable statute of limitations.

4.12 **Payment of Taxes.** Borrower will duly pay and discharge all taxes, rates, assessments, fees and governmental charges upon or against it or against the Property (as that term is defined in the Mortgage) (collectively, "Taxes"), in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings. Within sixty (60) days from the date in which Taxes are due, Borrower shall provide Holder with evidence that such Taxes have been paid in full.

4.13 **Licenses.** Borrower has and is current and in good standing with respect to all approvals, permits, licenses, certificates, inspections and consents necessary to own or lease and operate the properties secured by the Mortgage. Borrower will maintain and keep in force and effect all licenses and permits necessary to conduct its business and will, upon request of Holder, furnish to Holder evidence of renewal of any and all licenses and permits within 30 days prior to the expiration thereof.

4.14 **Litigation.** There is no litigation or any governmental proceeding pending, nor to the knowledge of Borrower threatened, against Borrower, which, if adversely determined, would result in any material adverse change in the financial condition, business, operations or properties of Borrower (a "Material Adverse Effect").

4.15 **Compliance with Law.** Borrower is in compliance with all laws, rules and regulations, determinations of any arbitrator, court or any federal, state or local government or other political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions in the United States and all other countries and jurisdictions in all material respects.

4.16 **True and Complete Disclosure.** All factual information (taken as a whole) heretofore or contemporaneously furnished by or on behalf of Borrower to Holder is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of Borrower or Guarantors to Holder will be true and accurate in all material respects on the date as of which such information is provided. Borrower has not withheld any material fact necessary such that the material information that was disclosed to Holder would be misleading in light of the circumstances that the disclosed information was provided. There is no fact known to Borrower which could reasonably be expected to have a Material Adverse Effect, which has not been disclosed herein or in such other documents, certificates and statements furnished to Holder.

4.17 **USA Patriot Act Notification.** The following notification is provided to Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Borrower: When Borrower opens an account, if Borrower is an individual, Holder will ask for Borrower's name, taxpayer identification number, residential address, date of birth, and other information that will allow Holder to identify Borrower, and, if Borrower is not an individual, Holder will ask for Borrower's name, taxpayer identification number, business address, and other information that will allow Holder to identify Borrower. Holder may also ask, if Borrower is an

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individual, to see Borrower's driver's license or other identifying documents, and, if Borrower is not an individual, to see Borrower's legal organizational documents or other identifying documents.

4.18 **Customer Identification - USA Patriot Act Notice; OFAC and Bank Secrecy Act.** Holder hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and Holder's policies and practices, Holder is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and addresses of Borrower and such other information that will allow Holder to identify Borrower in accordance with the Act. In addition, Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls Borrower or any subsidiary of Borrower is or shall be listed on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended.

ARTICLE V

5.1 **Pledge of Borrower Membership Interests; Grant of Security Interests.** As additional security for the Loan, the sole member of the Borrower have pledged 100% of the membership interests of Borrower pursuant to that certain LLC Membership Interest Pledge Agreement of even date herewith. To the extent permitted by applicable law, to secure all obligations of Borrower, Holder reserves a right of setoff in, and Borrower hereby pledges and grants to Holder a lien upon and security interest in (and may, without demand or notice of any kind, when any amount shall be due and payable by the undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as Holder may elect) any and all property of every kind or description of or in the name of Borrower now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Holder or any agent or bailee for Holder including any deposit or money accounts. Holder shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including, without limitation, the right to sell or otherwise dispose of any or all of such property. This includes all accounts Borrower holds jointly with someone else and all accounts of Borrower may open in the future. However, this does not include any tenant security deposit, IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Holder, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness evidenced by this Note against any and all such accounts, and at Holder option, to administratively freeze all accounts to allow Holder to protect Holder's charge and setoff rights provided in this paragraph.

5.2 **Forbearance.** Any forbearance by Holder in exercising any right or remedy under this Note, the Mortgage, or any of the other Loan Documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Holder of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Holder's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Holder of any of its rights or remedies under any of the Loan Documents with respect to Borrower's obligations under this Note shall not constitute an election by Holder of remedies so as to preclude the exercise of any other right or remedy available to Holder. At any time after an Event of Default and failure to cure such default within any applicable cure period, Holder may accept partial payments of the sums due under the Loan Documents, regardless of whether Holder has initiated legal proceedings against Borrower to enforce the terms of the Loan, and Holder may continue to collect any such payments during the pendency of any such action (and may also commence any legal action or proceeding against Borrower to enforce the terms of the Loan after accepting any partial payments from Borrower) without waiving its right to continue with such proceedings (or to commence such actions or proceedings) against Borrower.

5.3 **Waiver of Homestead and Redemption.** Borrower releases and waives all rights under the homestead and exemption laws of the State of Illinois. Borrower acknowledges that the Mortgaged Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Borrower and Guarantors expressly waive any right of redemption from sale under any order or

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decree of foreclosure on behalf of every person acquiring any interest in or title to the Property subsequent to the date of the Loan as evidenced by the Loan Documents on behalf of all persons to the extent of Illinois law. Pursuant to 735 ILCS 5/15-1601(b), Borrower waives any and all rights of redemption from sale under any order of foreclosure of this Note, or other rights of redemption, which may run to Borrower or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Borrower waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

5.4 **Confession of Judgment.** Borrower hereby irrevocably authorizes and empowers an attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of the Note as evidenced by an affidavit signed by an officer of Holder setting forth the amount then due, attorney's fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Holder may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

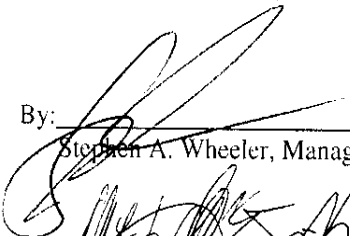
[SIGNATURE PAGE TO FOLLOW]

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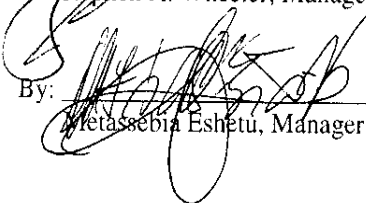
IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered as of the date first stated above.

an Illinois limited liability company

AMS 1201 S PRAIRIE, LLC,

By: 

Stephen A. Wheeler, Manager

By: 

Metasebia Eshetu, Manager

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