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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1518234078 Fee: \$70.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2015 03:09 PM Pg: 1 of 17

Report Mortgage Fraud
800-532-8785

4007106 80411

The property identified as: PIN: 17-34-411-011-0000

Address:

Street: 3857 SOUTH MARTIN LUTHER KING DRIVE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60653

Lender: IFF, AN ILLINOIS NOT FOR PROFIT CORPORATION

Borrower: PERHING KING DRIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

Loan / Mortgage Amount: \$3,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/7.0 et seq. because it is commercial property.

Certificate number: 4EA83A32-3F85-4A8C-AE25-3F3BE398CF67

Execution date: 6/30/2015

Property of Cook County Clerk's Office

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This instrument was prepared by
and after recording return to:
Jennifer Overton
IFF
One North LaSalle Street
Chicago, IL 60602

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PURSUANT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED ON OR ABOUT THE SAME DATE AS THIS INSTRUMENT (THE "INTERCREDITOR AGREEMENT"), EXECUTED BY IFF, AN ILLINOIS NOT FOR PROFIT CORPORATION, AND FIRST MIDWEST BANK, ITS SUCCESSORS AND ASSIGNS, THE LIEN CREATED BY THIS INSTRUMENT IS SUBORDINATED TO LIEN AND THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS (AS SUCH TERM IS REFERRED TO, DEFINED AND DESCRIBED IN THE INTERCREDITOR AGREEMENT), TO THE EXTENT PROVIDED IN SAID INTERCREDITOR AGREEMENT, AND UPON AND SUBJECT TO THE TERMS AND PROVISIONS OF SAID INTERCREDITOR AGREEMENT.

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

THIS SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, (the "Mortgage") is effective as of June 30, 2015, between

PERSHING KING DRIVE LLC, an Illinois limited liability company, whose mailing address is c/o WBS Equities, LLC, 350 West Hubbard Street, Suite 222, Chicago, Illinois 60654 herein referred to as "Mortgagor," and

IFF, an Illinois not for profit corporation, with an address of One North LaSalle, Suite 700, Chicago, Illinois 60602, together with its successors and assigns, herein referred to as "Mortgagee."

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee upon a Promissory Note dated as of June 30, 2015, in the principal sum of **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)**, payable to the order of and delivered to Mortgagee (as the same may from time to time be amended, restated, modified, replaced, supplemented or extended, the "Note," all capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Note) by which Note Mortgagor promises to pay to the holders of the Note the principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the Maturity Date. The Note (and all of the terms and

Second Mortgage for IFF Loan
To Pershing King Drive LLC
Property: Mariano's Bronzeville, Chicago, Illinois
CHI 66013524v2

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provisions thereof) hereby is incorporated herein by this reference. All of the principal and interest payments are to be made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee at One North LaSalle Street, Suite 700, Chicago, Illinois 60602 (or such other address which Mortgagee provides written notice of to Mortgagor in the future).

NOW, THEREFORE, to secure: (a) the payment of the principal sum and interest in accordance with the terms, provisions, and limitations of the Note; (b) the payment and performance of the covenants and agreements contained in this Mortgage and the Note to be performed by Mortgagor; and (c) the payment and performance of the covenants and agreements to be performed by Mortgagor under any other promissory notes, instruments, or other documents (including, without limitation, other security instruments), encumbering or otherwise affecting the Premises (as hereinafter defined) or any other property of Mortgagor, which may hereafter be held by Mortgagee, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, Mortgagor does by these presents MORTGAGE, ASSIGN, TRANSFER, SET OVER, CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, all of Mortgagor's right, title and interest in and to the real estate described on the attached Exhibit A, situated in the **City of Chicago, County of Cook, in the State of Illinois** (the "Real Estate");

TOGETHER WITH: all right, title and interest, if any, including any after-acquired right, title, and interest and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to: (a) all buildings, structures, improvements, tenements, easements, roads and alleys, development, air and water rights, fixtures, equipment, and appurtenances belonging to the Real Estate; (b) all current and future leases, subleases, licenses and occupancy agreements (collectively, "Leases"), and all rents, issues, deposits (including, without limitation, security deposits), income and profits of and from the Leases and the Real Estate (collectively, "Rents"), which Rents are pledged primarily and on a parity with the Real Estate and not secondarily; (c) all goods, furniture, apparatus, equipment, inventory, general intangibles and other personal property to the extent used in or on the Real Estate or in connection with the operation thereof; (d) all building materials, building supplies, work in process, contract rights related to the construction, rehabilitation, conversion or improvement of the Real Estate or any of the foregoing; (e) all insurance policies, insurance proceeds and condemnation awards related to the Real Estate; (f) all permits, approvals, licenses and authorizations related to the Real Estate; (g) all contract rights, agreements and general intangibles relating to the Real Estate or any of the foregoing; (h) all of Mortgagor's books and records relating to the foregoing; and (i) all additions to, replacements of, and all issues, products and proceeds of the property described in the foregoing clauses (a) through (h). All of the items listed are declared to be a part of the Real Estate whether physically attached to the Real Estate or not, and it is agreed that all similar apparatus, equipment, fixtures or other personal property from now on placed in or on the Real Estate by Mortgagor or its successors or assigns, and all replacements, additions, issues, products and proceeds thereto and thereof after the date of this Mortgage shall be considered as constituting part of the Real Estate. The property described in this paragraph, together with Mortgagor's interest in the Real Estate, are hereinafter collectively referred to as the "Premises."

SUBJECT AND SUBORDINATE TO: first mortgage of record (the "Senior Mortgage"), in favor of First Midwest Bank (the "Senior Lender"), securing a principal amount not to exceed **\$19,500,000**.

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

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

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1. Repair, Restoration, Compliance With Law, Inspection. Mortgagor shall: (a) promptly repair, restore, and rebuild any buildings or improvements (or portions thereof) now or hereafter on the Premises which may become damaged or be destroyed (unless Mariano's has terminated its lease as the result of such damage or destruction or Senior Lender has elected to apply any insurance proceeds to repay the Senior Loan); (b) keep (or cause to be kept by Mariano's) the Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien, except that Mortgagor (or Mariano's, as applicable) shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien if and only if Mortgagor shall within thirty (30) days after the filing thereof (1) place a bond with Senior Lender in an amount, form, content and issued by a surety reasonably acceptable to Senior Lender for the payment of any such lien or (2) cause the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage to issue an endorsement thereto insuring against loss or damage on account of any such lien; (c) subject to the right to contest as set forth in (b) above, pay (or cause to be paid by Mariano's) when due any indebtedness, which may be secured by a lien or charge on the Premises superior or inferior to or at parity with the lien hereof (no such superior, inferior or parity lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of the prior lien to Mortgagee; (d) comply (or cause Mariano's to comply) with all laws, codes, statutes, rules, ordinances, regulations or other requirements of governmental authorities (including, without limitation, the Americans With Disabilities Act) (collectively, "Laws") with respect to Mortgagor or the Premises or the use of the Premises; (e) make no changes or alterations to the Common Area (as defined in the Mariano's Lease) except as otherwise permitted in the Declaration of Easements and Restrictions recorded on or before the date hereof and approved by Mortgagee, without the prior written consent of Senior Lender; and (f) make no changes or alterations to the Building (as defined in the Mariano's Lease) that will impair the structural integrity or soundness thereof, without the prior written consent of Senior Lender. Mortgagee shall have the right, upon reasonable prior notice, to inspect the Premises together with all of Mortgagor's books and records at all reasonable times.
2. Real Estate Taxes. Mortgagor shall cause all general taxes to be paid before any penalty attaches, and shall cause all special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises to be paid when due, and shall, upon written request, furnish to Mortgagee duplicate receipts for those payments. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid on or prior to the due date thereof. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Premises, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Mortgagee, insuring over any exception created by such protest.
3. Other Taxes. In the event of the enactment after this date of any Law reducing from the value of land for the purpose of taxation any lien on the Premises, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to adversely affect this Mortgage or the debt secured by this Mortgage or the holder of this Mortgage, then Mortgagor, upon demand by Mortgagee, shall pay the taxes or assessments, or reimburse Mortgagee for the taxes or assessments; provided, however, that if in the reasonable opinion of Mortgagee: (a) it might be unlawful to require Mortgagor to make the payment; or (b) the making of the payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by written notice given to Mortgagor, to declare all of the indebtedness secured by this Mortgage to be due and payable ninety (90) days from the date of notice. If, by the laws of the United States of America or of any state having jurisdiction on the Premises, any tax is due or becomes due in respect of the Note, Mortgagor shall pay such tax in the manner required by such law.

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4. Protective Advances. Upon the occurrence of a Default, Mortgagee may, but need not: make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and, in addition thereto, may, but need not, make full or partial payments of principal or interest on prior or subordinate encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or subordinate lien, title, or claim on the Premises; redeem from any tax sale or forfeiture affecting the Premises; contest any tax or assessment; pay any insurance premium, or make any other payment or perform any other act or obligation necessary or expedient, in Mortgagee's reasonable discretion, to protect the Premises and Mortgagee's interest therein. All amounts paid for any of the purposes authorized above and all expenses paid or incurred in connection with the purposes authorized above, including reasonable attorney's fees and expenses, and any other moneys advanced by Mortgagee to cure Mortgagor's default or protect the Premises and Mortgagee's lien on the Premises, shall be additional indebtedness secured by this Mortgage and shall become immediately due and payable without notice and with interest charged at the lesser of the Default Rate or the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default on the part of Mortgagor. Mortgagee making any payment authorized by this Mortgage relating to taxes or assessments, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement, or estimate or into the validity of the tax, assessment, sale, forfeiture, tax lien, title, or claim.
5. Provisions Regarding Assignment of Rents and Leases. Mortgagor hereby presently assigns to Mortgagee all of Mortgagor's right, title and interest in and to any and all Leases with respect to the Real Estate, and all Rents from the Leases and the Real Estate. Mortgagor grants to Mortgagee, with or without Mortgagee or any other person (including, without limitation, a receiver) taking possession of the Premises, the right to give notice to the tenants under the Leases of this assignment, to collect the Rents from such tenants, to enter onto the Premises for purposes of collecting the Rents, to let the Premises, and to apply such Rents (after payment of all charges and expenses relating to the Premises) to the Obligations. Mortgagor intends that the assignment of Leases and Rents set forth herein shall constitute a present, absolute and unconditional assignment, and not merely an assignment for additional security only. Notwithstanding the foregoing assignment of the Leases and Rents, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Premises and to collect the Rents so long as no Default exists. Upon a Default, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to receive and apply all Rents, whether or not Mortgagee enters upon and takes control of the Premises. The foregoing assignment of the Leases and Rents to Mortgagee shall not be considered to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any of the Leases. The foregoing assignment of the Leases and Rents shall continue in effect until the Obligations are fully paid and performed. Mortgagor hereby agrees to indemnify Mortgagee for, and hold Mortgagee harmless from, any and all liability and expenses arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of the Premises upon Mortgagee, nor make Mortgagee liable for any negligence or other tortious conduct, whether by Mortgagee or any other person, with respect to the management, operation, upkeep, repair or control of the Premises resulting in injury, death, property or other damage of any nature whatsoever; provided, however, in no event shall Mortgagor be liable for any liability or expense which the Mortgagee incurs as the result of the Mortgagee's gross negligence or willful misconduct or for any liability first arising after Mortgagee takes actual possession of the Premises. Mortgagor shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Mortgagee's prior consent; nor shall Mortgagor accept payments of rent or the like more than one month in advance without obtaining Mortgagee's prior consent. Mortgagee may exercise Mortgagee's rights from time to time under this section without first commencing foreclosure proceedings against the Premises if Mortgagee so elects. Any such election by Mortgagee to exercise Mortgagee's rights from time to time under this section shall not prohibit Mortgagee from simultaneously or thereafter foreclosing upon the Premises or exercising any other rights available to Mortgagee hereunder or at law.

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6. Intentionally Deleted

7. Modification of Obligations. If the payment of, or on account of, the Obligations (as hereinafter defined) or any part thereof is modified, extended or varied or if any part of the security therefor is released, all persons now or at any time liable therefor, or interested in the Premises, shall be held to assent to such modification, extension, variation or release, and their liability and the lien and all provisions of this Mortgage shall continue in full force and effect, the right of recourse against all persons being expressly reserved by Mortgagee, notwithstanding such modification, extension, variation, or release.

8. Release. Mortgagee shall release this Mortgage and the lien of this Mortgage by proper instrument as provided in Section 1.6 of the Loan Agreement and otherwise upon payment and discharge of all of the Obligations secured by this Mortgage, provided that Mortgagee shall pay a reasonable fee to Mortgagee for the execution of such release in either case.

9. Insurance and Casualty.

(a) Mortgagor shall maintain or cause to be maintained during the term of the Loan:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion, and such other risks usually insured against by owners of like properties) on the Premises in an amount equal to one hundred percent (100%) of the full replacement cost of the Premises;

(ii) Comprehensive public liability insurance against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in, or about the Premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be required by Mortgagee;

(iii) If the Premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the Premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the Premises: (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the Premises, with extended coverage; (B) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees' liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000.00 with respect to personal injury or death for one or more persons; and (C) for the architect, professional liability insurance in form and amounts satisfactory to Mortgagee.

Mortgagee agrees that upon completion of the Construction Work, the insurance requirements set forth in Section 11 of the Mariano's Lease are satisfactory to Mortgagee in all respects with respect to the Premises. All insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss payable and standard noncontribution mortgagee clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of certificates of insurance evidencing such policies shall be kept constantly deposited with Mortgagee. At such times as Mortgagee shall reasonably request, Mortgagor shall cause Mortgagor's insurer to provide an insurance certificate providing evidence (or an opinion letter) to Mortgagee stating that Mortgagor's insurance policies are in compliance and fulfill all of the requirements of this section. All policies shall provide for, and the certificates of insurance delivered to Mortgagee shall reflect, the insurer's agreement to provide, among other things, written notice to Mortgagee of the expiration or any anticipated cancellation of any insurance policies at least thirty (30) days prior to such event occurring. Not less than fifteen (15) days prior to the expiration of any

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policy, a certified copy of a certificate of insurance evidencing the renewal policy shall be deposited with Mortgagee.

(b) Subject and subordinate in all respects to the rights of the Senior Lender under the Senior Loan Documents, in case of loss or casualty to any portion of the Premises, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at Mortgagee's option, Mortgagee may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the Premises; provided that Mortgagee shall allow the insurance to be used for repairing the damage or restoring the Premises, if the Senior Lender approves such use of the insurance proceeds. If such proceeds are released for the purpose of restoring the Premises, then such disbursement shall be subject to the conditions and procedures as Senior Lender may in its sole discretion impose.

(c) Subject and subordinate in all respects to the rights of the Senior Lender under the Senior Loan Documents, Mortgagor shall notify Mortgagee, in writing, of any casualty or loss to the Premises and Mortgagor hereby directs each insurance company to make payment for the loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements) to Mortgagee.

(d) In addition to other remedies available under this Mortgage, if after Mortgagee's reasonable request, Mortgagor fails to provide Mortgagee with evidence of the foregoing insurance coverage required to be carried by Mortgagor under this Mortgage, Mortgagee may purchase such insurance at Mortgagor's expense for the purpose of protecting Mortgagee's interest in the Premises. Any insurance purchased by Mortgagee may, but need not, protect the interest of Mortgagor in the Premises. The insurance coverage purchased by Mortgagee may or may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Provided that Mortgagee has not commenced foreclosure proceedings, elected to accelerate the amounts due and owing under the Note, and Mortgagor is not otherwise in default under this Mortgage, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor shall be liable and shall reimburse Mortgagee for the costs of that insurance, including, but not limited to the interest, labor charges, and other charges that Mortgagee reasonably imposes in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of insurance purchased by Mortgagee may be added to the total outstanding balance or obligation secured by this Mortgage and evidenced by the Note. The costs of the insurance purchased by Mortgagee may exceed the cost of insurance Mortgagor would otherwise be able to obtain.

10. Condemnation.

(a) If all or any part of the Premises shall be taken through condemnation, and the taking would, in the judgment of Mortgagee, render all or any part of the Premises not reasonably accessible or not in compliance with applicable Laws by reason of insufficient lot area, parking spaces, or otherwise, all Obligations shall, upon notice, become due and payable at once at the option of Mortgagee, whether or not a Default has occurred.

(b) In the event Mortgagee does not exercise its right to accelerate the Loan pursuant to the terms and provisions of section (a) above, then, subject and subordinate in all respects to the rights of the Senior Lender under the Senior Loan Documents, Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds, and other payments of relief) of, or on account of, any damage or taking through condemnation of the Premises, or any part of the Premises (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in, and prosecute in its own or Mortgagor's

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name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection with any action or proceeding. All awards and the right to those awards are included in the Premises, and Mortgagee, after deducting all its expenses, including reasonable attorneys' fees, at its option may apply such net proceeds in such manner as Mortgagee shall determine, to the reduction of the Obligations without regard to whether the Obligations are or are not then due. In the event any net proceeds remain thereafter, such net proceeds shall be paid to Mortgagor. Mortgagor agrees to execute further assignments of any awards as Mortgagee may require. Mortgagee shall allow the condemnation proceeds to be used for restoring the Premises, if the Senior Lender approves such use of the condemnation proceeds.

11. No Transfer, Due on Sale. Except as permitted in Section 1.6 of the Loan Agreement, the Senior Loan Documents or the Mariano's Lease, Mortgagor shall not, without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber, lease, sublease, or mortgage all or any portion of the Premises (or any beneficial interest in the land trust, if title to the Premises is held by a land trust) or any legal or equitable interest in the Premises or in Mortgagor (or the beneficiary of the land trust, if title to the Premises is held by a land trust) (any of the foregoing being a "Transfer"), regardless of form. Any violation of the foregoing provisions of this Section 11 shall immediately be deemed a "Default." Mortgagor shall not suffer or permit the Premises, or any portion of the Premises, to be used by any individual, entity, or the public, in any manner that might tend to impair Mortgagor's title to the Premises, or any portion of the Premises, or in such a manner that might make possible a claim or claims of easement, by prescription or adverse possession by the public, or of implied dedication of the Premises or any portion of the Premises.

12. Indemnification. Mortgagor shall defend, indemnify, save, and hold harmless Mortgagee from and against, and promptly pay to, or reimburse Mortgagee for, all loss, cost, expense, and liability Mortgagee may suffer or incur (regardless of whether contingent, direct, consequential, liquidated, or unliquidated), including, but not limited to, all attorneys' fees and court costs, incurred by or asserted against Mortgagee resulting from, arising out of, relating to, or caused by any action or inaction of Mortgagor, or any condition existing on, under, or in the Premises, including, without limitation, the following: (a) the breach or inaccuracy of any representation, warranty, agreement, or covenant of Mortgagor set forth in the Note, this Mortgage, or any other document executed in connection with the Loan; (b) the release or threatened release (as such terms are used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") in, under, above, on, at or from the Premises into the indoor or outdoor environment; (c) the off-site migration, at any time of any Contaminant located in or on the Premises; or (d) the presence of asbestos or asbestos-containing material, lead, petroleum, petroleum products or any other Contaminant in, under, above, on, at or from the Premises. Notwithstanding the foregoing, Mortgagor shall have no indemnity obligation with respect any Contaminant introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns or which are introduced on the Premises subsequently to Mortgagee or any third party taking possession thereof and not as a result of any act or omission on the part of Mortgagor and/or its agents, employees, successors or assigns.

13. Additional Covenants. Mortgagor also covenants and agrees as follows:

(a) Mortgagor shall pay and perform each obligation of "Borrower" under the Note in accordance with the terms thereof;

(b) Mortgagor shall maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of Mortgagor set forth in the Note, this Mortgage and all other Loan Documents have been fully satisfied (collectively, the "Obligations");

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(c) Mortgagor shall use the proceeds of the Loan for the purpose of funding the acquisition of the Premises and reimbursing Mortgagor for soft costs and pre-development costs previously incurred by Mortgagor, and for no other purpose;

(d) Mortgagor shall carry on any construction permitted by this Mortgage, in compliance with all applicable Laws;

(e) Mortgagor shall promptly give written notice to Mortgagee of: (i) any action or event of which it has knowledge that may materially or adversely affect its ability to pay, or perform any of the Obligations and (ii) any notice of default or other material notice received or given in connection with any other mortgage, lease, or agreement encumbering the Premises; and

(f) Unless Mortgagor notifies the Mortgagee in writing, Mortgagee may use the Premises and/or the Mortgagor's name for publicity purposes.

14. Representations and Warranties. Mortgagor represents and warrants the following as of the date of this Mortgage and agrees that the following shall be true and correct at all times during the term of this Mortgage:

(a) Mortgagor is seized of an indefeasible estate in fee simple to the Premises and has good right, full power, and lawful authority to mortgage and pledge the same as provided in this Mortgage, and Mortgagor may at all times peacefully and quietly enter upon, hold, occupy, and enjoy the Premises in accordance with the terms of this Mortgage;

(b) There are no actions, suits or proceedings pending, or, to the best of Mortgagor's knowledge, threatened, against or affecting Mortgagor or the Premises;

(c) Electric, sewer, water, telephone facilities and any other necessary utilities are or after completion of construction will be, and Mortgagor shall cause those facilities at all times to be, available in sufficient capacity to service the Premises satisfactorily, and any easements necessary to the furnishing of utility service to the Premises have been or will be obtained and duly recorded or registered;

(d) Mortgagor has obtained all necessary consents, approvals, licenses, and permits required in connection with the ownership of the Premises, and shall obtain all necessary consents, approvals, licenses, and permits required in connection with the construction contemplated to be performed on the Premises, prior to the commencement of any portion of the Construction Work requiring such consents, approvals, licenses, and permits;

(e) The Premises complies in all respects with all applicable Laws; and

(f) Mortgagor is not in default under any other mortgage encumbering the Premises.

15. Title; Liens. The Mortgagor represents and warrants that, upon delivery of this Mortgage to Mortgagee, it shall own good and merchantable fee title to the Premises, subject to no monetary liens other than this Mortgage, taxes not yet due and payable and any other liens and encumbrances expressly approved by Mortgagee in writing. Mortgagor represents and warrants that no mechanics', laborers', materialmen's, statutory, or other lien or encumbrance, other than the liens set forth in the previous sentence, and utility easements, have been created upon or against the Premises, and Mortgagor agrees that it shall not permit or suffer any liens or encumbrances of any kind, other than as set forth in this section, to be filed against the Premises for so long as any Obligations are outstanding. Notwithstanding anything herein to the contrary, Mortgagor (or Mariano's, if Mariano's has such rights under the Mariano's Lease) may contest any taxes or assessments lien, claim, encumbrance or security interest with respect to the Premises and may institute proceedings as Mortgagor considers necessary with respect thereto, provided that any such contest is in good faith and Mortgagor gives Mortgagee written notice thereof.

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Mortgagor (or Mariano's, if applicable) shall not carry on or maintain any contest of taxes or assessments, unless Mortgagor (or Mariano's, if applicable), at its option (i) shall pay the amount involved under protest, (ii) shall procure and maintain a stay of all proceedings to enforce any collection of any such taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient amount of money or by such undertaking as may be required or permitted by law to accomplish such stay, or (iii) shall deposit with Senior Lender, as security for the performance by Borrower (or Mariano's, as applicable) of its obligations hereunder with respect to such taxes, such reasonable security as may be demanded by Senior Lender to ensure payment of such contested taxes, and all penalties, interest, costs and expenses which may accrue during the period of the contest. Mortgagor shall not carry on or maintain any contest of any other liens, claims and encumbrances unless Mortgagor, at Mortgagor's expense, obtains title insurance coverage in favor of Mortgagee insuring over any such lien, claims, encumbrance or security interest.

16. Remedies Upon Default.

(a) Upon the occurrence of a Default, at the option of Mortgagee and without notice to Mortgagor (except as may be required by applicable law), all Obligations secured by this Mortgage shall become due and payable immediately.

(b) When the Obligations become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage in accordance with applicable law. Without limitation of the foregoing, this Mortgage shall constitute a security agreement with respect to the personal property encumbered hereby and Mortgagee shall have all rights as a "Secured Party" under the Uniform Commercial Code. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, taxes, assessments, and insurance premiums paid by Mortgagee, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches, title examinations, environmental reports, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the Premises. All such expenditures and expenses set forth in this section shall become additional indebtedness secured by this Mortgage and immediately due and payable, with interest charged at the Default Rate, when paid or incurred by Mortgagee in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any of the Obligations; (ii) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security of this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all costs and expenses related to the foreclosure proceedings, including all such items mentioned in the preceding subsection; second, all Obligations other than principal and interest; third, all principal and interest unpaid on the Note; fourth, any remainder to Mortgagor.

(d) Upon, or any time after, the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be occupied as a homestead or not, and Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues, and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of

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redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the Rents, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Premises during the whole of the period. The court from time to time may authorize the receiver to apply the net income in payment in whole or in part of: (i) the indebtedness secured by this Mortgage, or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (ii) the deficiency in case of a sale and deficiency.

(e) No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note secured by this Mortgage.

(f) Upon any foreclosure sale, Mortgagee may bid for and purchase all or any portion of the Premises and, upon compliance with the terms of the sale and applicable law, may hold, retain, and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price.

(g) Mortgagor agrees, to the full extent permitted by law, that in case of a Default, neither Mortgagor nor anyone claiming through or under it shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises, or the final and absolute putting into possession of the Premises, immediately after such sale, of the purchaser thereat, and Mortgagor, for itself and all who may at any time claim through or under them, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Premises marshaled upon any foreclosure of the lien of this Mortgage and agrees that Mortgagee, or any court having jurisdiction to foreclose the lien, may sell the Premises in part or as an entirety. To the full extent permitted by law, Mortgagor waives any and all rights of reinstatement, and any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Mortgagor agrees, to the extent permitted by law, that no recovery of any judgment by Mortgagee, and no attachment or levy of execution upon any of the Premises or any other property of Mortgagor, shall in any way affect the lien of this Mortgage upon the Premises, or any part of the Premises, or any lien, rights, powers, or remedies of Mortgagee under this Mortgage, but the lien, rights, powers, and remedies shall continue unimpaired as before, until the Obligations are paid in full.

(h) Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Mortgagee.

17. **No Waiver.** No delay or omission of Mortgagee to exercise any right, power, or remedy accruing upon and during the continuance of any Default shall exhaust or impair any right, power, or remedy, or be construed to waive any Default or to constitute acquiescence therein. Every right, power, or remedy given to Mortgagee may be exercised from time to time and as often as deemed expedient by Mortgagee. No waiver of any Default under this Mortgage shall extend to or affect any subsequent Default or any other Default then existing, or impair any rights, powers, or remedies consequent. If Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment of sums secured by this Mortgage; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the Premises from the lien of this Mortgage; (e) consents to the filing of any map, plat, or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge of this Mortgage, no such act or omission shall otherwise release, discharge, modify, change, or affect the Obligations. No such act or omission shall preclude Mortgagee from exercising any right, power, or privilege granted in this Mortgage.

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or intended to be granted in case of any Default then existing or of any subsequent Default, nor shall the lien of this Mortgage be altered, except to the extent of any releases as described in subparagraph (d), above, of this Section.

18. **Remedies Not Exclusive.** No right, power, or remedy conferred upon or reserved to Mortgagee by the Note or this Mortgage is exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to every other right, power, and remedy given under this Mortgage, the Note, or any document in connection with this Mortgage now or hereafter existing, or at law or in equity.
19. **Default Rate.** If a Default shall have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations shall bear interest at the Default Rate.
20. **Severability.** In the event that any of the covenants, agreements, terms, or provisions contained in the Note or this Mortgage shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be in no way affected, prejudiced, or disturbed.
21. **Modifications to this Mortgage.** Neither this Mortgage nor any term of this Mortgage may be changed, waived, discharged, or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior, or subordinate lien or encumbrance.
22. **Governing Law.** This Mortgage shall be construed, interpreted, enforced, and governed by and in accordance with the internal laws (as opposed to the conflict of laws principles) of the State of Illinois.
23. **Further Assurances.** At any time and from time to time, upon the Mortgagee's request, Mortgagor shall make, execute, and deliver, or cause to be made, executed, and delivered, to Mortgagee, and where appropriate shall cause to be recorded, registered, or filed, and from time to time thereafter to be re-recorded, re-registered, and re-filed at such time and such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates, and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as lien and security interest upon all of the Premises, whether now owned or hereafter acquired by Mortgagor, and unto all and every person or persons deriving any estate, right, title, or interest under this Mortgage. Upon any failure by Mortgagor to do so, after having been requested to do so in writing by Mortgagee, Mortgagee may make, execute, record, register, file, re-record, re-register, or re-file any and all such mortgages, instruments, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor (which agency is coupled with an interest) to do so. The lien and security interest of the document(s) shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part of the Premises. Without limitation of the foregoing, Mortgagee shall have the right to file and continue UCC financing statements from time to time to perfect its security interest in any personal property granted herein.
24. **Time is of the Essence.** It is specifically agreed that time is of the essence of each and every provision of the Note and this Mortgage.
25. **Notices.** All notices, requests, and demands to be made under this Mortgage shall be in writing and given in accordance with the terms of the Note.
26. **Construction Mortgage.** To the extent construction is performed on the Premises, this Mortgage shall be a construction mortgage, as that term is defined in Section 9-334(h) of the Uniform Commercial

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Code, as adopted by the State of Illinois. As to any property encumbered hereby which is or hereafter becomes a "fixture" under applicable law, this Mortgage shall constitute a fixture filing under the Illinois Uniform Commercial Code. Mortgagor and Mortgagee intend that this Mortgage shall secure the unpaid balance of loan advances made pursuant to the Promissory Note by the holder hereof after this Mortgage is delivered to the applicable County Recorder for recording to the fullest extent and with the highest priority contemplated by applicable law.

27. Maximum Principal Indebtedness. This Mortgage secures a maximum principal indebtedness of \$3,000,000.

28. Successor and Assigns; Joint and Several Liability. This Mortgage and all its provisions, shall extend to and be binding upon Mortgagor and its successors and assigns, all persons claiming under or through Mortgagor, and the word "Mortgagor" when used in this Mortgage shall include a trustee in bankruptcy and all such persons and all persons otherwise liable for the payment of the Obligations or any part of the Obligations, whether or not such persons have executed the Note or this Mortgage. Nothing contained in this Section shall be deemed to permit any Transfer. The word "Mortgagee" when used in this Mortgage shall include the successors and assigns of Mortgagee named in this Mortgage and the holder or holders, from time to time, of the Note secured by this Mortgage. If more than one person or entity has executed this Mortgage as "Mortgagor," then the obligations of all of such persons and entities shall be joint and several.

29. Senior Loan Documents. The "Senior Loan Documents" are the Senior Mortgage, the promissory note or notes and other credit facilities secured by the Senior Mortgage, and all other loan documents executed by the Mortgagor in connection with said Senior Mortgage and the promissory note or notes and other credit facilities secured thereby. The Mortgagor covenants and agrees that Mortgagor shall timely pay all sums due and owing under each of said Senior Loan Documents, and shall timely perform of all of its other obligations and agreements under each of said Senior Loan Documents, in accordance with the terms and tenor of each of said Senior Loan Documents. It shall constitute an event of default under this Mortgage, if Mortgagor shall default under any of said Senior Loan Documents beyond the expiration of any applicable grace, notice and cure period contained in said Senior Loan Documents. If Mortgagor fails to pay any installment of principal or interest or any other sum due under any of said Senior Loan Documents as the same becomes due and payable, then Mortgagee may, at its option, pay the same, and Mortgagor shall upon demand reimburse Mortgagee for all sums so expended by Mortgagee, with interest at a rate per annum equal to the Default Rate. All such sums so expended by Mortgagee, with interest, shall be secured by this Mortgage.

30. Consent to Jurisdiction. Mortgagor irrevocably submits to the jurisdiction of: (a) any state or federal court sitting in the state of Illinois over any suit, action, or proceeding, brought by Mortgagee against Mortgagor, arising out of or relating to this Mortgage, the Note, or the Loan; and (b) any state court sitting in the City or County of the state where the Premises is located over any suit, action, or proceeding, brought by Mortgagee to enforce the liens, assignments and security interests in and to the collateral and all other rights or remedies of Mortgagee, including but not limited to foreclosure (as permitted by law). Mortgagor irrevocably waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in an inconvenient forum.

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UNOFFICIAL COPY**EXHIBIT A****Legal Description**

THAT PART OF VARIOUS LOTS, BLOCKS, VACATED STREETS AND ALLEYS IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF EAST PERSHING ROAD, EAST OF SOUTH MARTIN LUTHER KING DRIVE, SOUTH OF EAST 38TH STREET AND WEST OF SOUTH RHODES AVENUE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF EAST PERSHING ROAD AS DEDICATED BY DOCUMENT NO. 12753088 AND THE EAST LINE OF SOUTH MARTIN LUTHER KING DRIVE; THENCE NORTH ALONG THE EAST LINE OF SOUTH MARTIN LUTHER KING DRIVE TO THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT NO. 1507113039; THENCE EAST ALONG SAID SOUTH LINE OF EAST 38TH STREET TO THE WEST LINE OF SOUTH RHODES AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH RHODES AVENUE TO THE SAID NORTH LINE OF EAST PERSHING ROAD; THENCE WEST ALONG SAID NORTH LINE OF EAST PERSHING ROAD TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:**PARCEL 1:**

LOTS 18, IN BLOCK 2 OF ELLIS' WEST ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF TAKEN BY DOCUMENT NO. 12753088) IN COOK COUNTY, ILLINOIS;

AND

LOTS 1, 2, 3 (EXCEPT THAT PART TAKEN FOR VERNON STREET AND THAT PART TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS; AND IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST SUBDIVISION AFORESAID TOGETHER WITH THE SOUTH HALF OF VACATED 38TH PLACE LYING NORTH OF AND ADJOINING SAID LOTS 1,2,3 (EXCEPT THAT PART TAKEN FOR VERNON STREET AND THAT PART TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS; AND TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1, 2, 3 (EXCEPT THAT PART TAKEN FOR VERNON STREET AND THAT PART TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS; [AND THE SOUTH HALF OF VACATED 38TH PLACE;]

AND

LOTS 20, 21, 22 AND 23 IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST SUBDIVISION AFORESAID, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS 20, 21, 22 AND 23;

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AND

LOTS 15, 16, 17, 18, 19, 20 AND 21 IN OWNER'S SUBDIVISION OF SUBLOTS 10 TO 19, BOTH INCLUSIVE, (EXCEPT THAT PART OF SUBLOTS 16 AND 17 TAKEN FOR VERNON AVENUE), ALL IN W. B. EGAN'S SUBDIVISION AFORESAID, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOTS AND THE NORTH HALF OF VACATED 38TH PLACE LYING SOUTH OF AND ADJOINING SAID LOT 15;

AND

THAT PART OF LOT 12, TOGETHER WITH THE VACATED WEST HALF OF VERNON AVENUE LYING EAST OF AND ADJOINING SAID LOT 12, IN BLOCK 2 OF ELLIS' WEST ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF EAST 26TH STREET AS DEDICATED BY DOCUMENT 1507113039, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 4 (EXCEPT THAT PART TAKEN FOR VERNON STREET) AND LOTS 5 TO 9, BOTH INCLUSIVE, TOGETHER WITH VACATED 38TH PLACE LYING NORTH AND ADJOINING SAID LOTS, IN W. B. EGAN'S SUBDIVISION OF LOTS 13, 15, 16 AND 17 IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO, SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF TAKEN BY DOCUMENT 12753088), IN COOK COUNTY, ILLINOIS.

AND

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND THE VACATED 16-FOOT NORTH SOUTH ALLEY IN OWNER'S SUBDIVISION OF SUBLOTS 10 TO 19, BOTH INCLUSIVE, (EXCEPT THAT PART OF SUBLOTS 16 AND 17 TAKEN FOR VERNON AVENUE), , ALL IN W. B. EGAN'S SUBDIVISION AFORESAID;

AND

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN SUBDIVISION OF LOT 14 IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO BY J. M. H. BURGETT;

AND

THAT PART OF LOT 11 (EXCEPT THE WEST 33 FEET OF SAID LOT TAKEN FOR VERNON AVENUE) IN BLOCK 2 IN ELLIS' WEST ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT 1507113039, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VACATED SOUTH VERNON AVENUE LYING SOUTH OF THE SOUTH LINE OF EAST 38TH STREET AS DEDICATED BY DOCUMENT 1507113039, AS VACATED BY ORDINANCE RECORDED MARCH 12, 2015 AS DOCUMENT NUMBER 1507113038, IN COOK COUNTY, ILLINOIS.

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TAX ID # 17-34-411-011-0000

17-34-412-013-0000

17-34-412-014-0000

PROPERTY ADDRESS: 3857 SOUTH MARTIN LUTHER KING DRIVE, CHICAGO, IL 60653

Property of Cook County Clerk's Office

Second Mortgage for IFF Loan
To Pershing King Drive LLC
Property: Mariano's Bronzeville, Chicago, Illinois

Exhibit A
Page 3