

Illinois Anti-Predatory Lending Database Program



Doc#: 1530719070 Fee: \$116.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/03/2015 11:38 AM Pg: 1 of 40

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 14-20-225-030-0000

Address:

Street: 3614-3640 NORTH CLARK STREET

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60613

Lender: WINTRUST BANK

Borrower: NORTH CLARK STREET LLC, HSC PLAZA AND BUILDING OPERATIONS LLC, HSC HOTEL HOLDINGS LLC

Loan / Mortgage Amount: \$130,200,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: 7D3209A0-07C5-4505-9378-9930E19775A5

Execution date: 11/2/2015

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7069

UNOFFICIAL COPY**PREPARED BY:**

John Chamberlin, Esq.
 Sidley Austin LLP
 One South Dearborn
 Chicago, IL 60603

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wintrust Bank
 190 S. LaSalle Street, Suite 2200
 Chicago, Illinois 60603
 Attention: Nicholas M. Cannon

(Space Above For Recorder's Use)

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

| | |
|--|---|
| NAME AND ADDRESS OF MORTGAGOR: | North Clark Street LLC; HSC Plaza and Building Operations LLC; and HSC Hotel Holdings LLC c/o Hickory Street Capital LLC 3721 North Clark Street Chicago, IL 60613 Attention: Eric Nordness Organizational Numbers: 5003824; 5778673; 5136375 |
| NAME AND ADDRESS OF AGENT: | Wintrust Bank 190 S. LaSalle Street, Suite 2200 Chicago, Illinois 60603 Attention: Nicholas M. Cannon |
| PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION: | 3614-3640 North Clark Street, Chicago, IL 60613 Additional legal description on <u>Exhibit A</u> of this document. PINs: 14-20-225-030-0000; 14-20-225-031-0000; 14-20-225-032-0000; 14-20-225-033-0000; 14-20-225-034-0000; 14-20-225-035-0000; 14-20-225-036-0000; 14-20-225-037-0000; 14-20-225-038-0000; 14-20-225-040-0000 |

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THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

Property of Cook County Clerk's Office

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FEE, LEASEHOLD AND SUBLEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Term or Maturity Date (exclusive of any renewal or extension rights): November 1, 2019

THIS FEE, LEASEHOLD AND SUBLEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as the same may be amended, modified or supplemented from time to time, this "**Mortgage**"), made as of November 2, 2015, is granted by NORTH CLARK STREET LLC, a Delaware limited liability company ("**NCS**"), HSC PLAZA AND BUILDING OPERATIONS LLC, a Delaware limited liability company ("**OpCo**"), and HSC HOTEL HOLDINGS LLC, a Delaware limited liability company ("**HotelCo**"), together with NCS and OpCo, individually and/or collectively, "**Mortgagor**"; and each of OpCo and HotelCo, an "**Operating Lessee**", for the benefit of WINTRUST BANK, as Administrative Agent (collectively with its successors or assigns, "**Mortgagee**") for certain lenders under the Loan Agreement described below (collectively referred to herein as the "**Lender**" or "**Lenders**") Mortgagee is the mortgagee hereunder for indexing purposes.

ARTICLE 1. GRANT

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Mortgage, Mortgagor irrevocably warrants, bargains, conveys, mortgages, encumbers, transfers, hypothecates, pledges, sets over, assigns and grants a security interest and assigns to Mortgagee, its successors and permitted assigns, with power of sale and right of entry and possession, the following property, rights, interests and estates now owned, or hereafter acquired by Mortgagor (collectively, the "**Property**"):
- (a) the fee simple estate of NCS in all of that real property located in Chicago, County of Cook, Illinois, described on Exhibit A attached hereto and made a part hereof (the "**Real Property**");
 - (b) all right, title and interest of NCS, as landlord, and OpCo, as tenant, under that certain Ground Lease Agreement, dated as of October 30, 2015, as amended, restated, supplemented or otherwise modified from time to time (the "**Operating Hotel Lease**") and the leasehold estate created thereby in the Real Property and the Improvements (as defined herein);
 - (c) all right, title and interest of OpCo, as landlord, and HotelCo, as tenant, under that certain Lease Agreement, dated as of October 30, 2015, as amended, restated, supplemented or otherwise modified from time to time (the "**Operating Hotel Sublease**", together with the Operating Hotel Lease, the "**Operating Lease**") and the subleasehold estate created thereby in the portion of the Property described on Exhibit B attached hereto (the "**Subleasehold Property**");
 - (d) together with the Collateral (as defined herein), all buildings and other improvements, fixtures and equipment now or hereafter located on the Real Property and all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection

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with or pertaining to the Real Property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the Real Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on the Real Property, all apparatus, equipment and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property ("**Improvements**"); all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing. The listing of specific rights or property shall not be interpreted as a limit of general terms.

- 1.2 **ADDRESS.** The address of the Property (if known) is: 3614-3640 North Clark Street, Chicago, Illinois 60613. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Property as described on Exhibit A.
- 1.3 **WARRANTY OF TITLE; USE OF PROPERTY.** Mortgagor represents and warrants (A) that (i) NCS lawfully holds and possesses fee simple title absolute to the Real Property, (ii) OpCo possesses a valid leasehold estate in the Real Property and the Improvements and (iii) HotelCo possess a valid subleasehold estate in the Subleasehold Property, in each case without limitation on the right to mortgage its estate pursuant to the Loan Documents, and (B) that this Mortgage is a first and prior lien on the Property subject only to Permitted Liens and those exceptions approved by Mortgagee in writing. Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead property and that all of the Real Property is a single tax parcel, or group of tax parcels for which Mortgagor is the only taxpayer, and there are no properties included in such tax parcel or parcels other than the Real Property. Mortgagor further covenants and agrees that, except as permitted under the Loan Agreement or as previously disclosed to Mortgagee in writing, it shall not cause all or any portion of the Real Property to be replatted or for any lots or boundary lines to be adjusted, changed, or altered for either ad valorem tax purposes or otherwise, and shall not consent to the assessment of the Property in conjunction with any property other than the Property.
- 1.4 **USE OF PROCEEDS.** Mortgagor represents and warrants to Lender that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligations secured by this Mortgage constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

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ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Mortgage for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):
- (a) Payment and performance of all covenants and obligations of Mortgagor under this Mortgage; and
 - (b) Payment to Mortgagee of all sums at any time owing, with interest thereon, according to the terms of the Loan Agreement and the Notes; and
 - (c) Payment and performance of all covenants and obligations on the part of Borrowers under that certain Loan Agreement (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**") of even date herewith, by and among NCS, OpCo, HotelCo and Hickory Street Development LLC (each individually, a "**Borrower**" and collectively, "**Borrowers**"), the Lenders from time to time party thereto and Mortgagee; and
 - (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Mortgage; and
 - (e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Mortgage including any and all advances or disbursements of Mortgagee with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and
 - (f) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.
- 2.2 **OBLIGATIONS.** The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations together with all costs of collecting the Secured Obligations, in each case pursuant to the terms of the Loan Agreement or the other Loan Documents.

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- 2.3 **INCORPORATION.** All terms of the Secured Obligations and the Loan Documents are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that the rate of interest on one or more Secured Obligations may vary from time to time.
- 2.4 **FUTURE ADVANCES.** This Mortgage shall secure not only presently existing indebtedness under the Notes, the Loan Agreement or any other Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Real Property is located. The total amount of indebtedness may increase or decrease from time to time, as provided in the Notes and the Loan Agreement, and any disbursements which Mortgagee may make under this Mortgage, the Notes, the Loan Agreement or any other Loan Document (e.g., for payment of taxes, insurance premiums or other advances to protect Mortgagee's liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely Permitted Liens, taxes and assessments levied on the real estate, and those other exceptions approved by Mortgagee in writing.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

- 3.1 **ASSIGNMENT.** Mortgagor hereby absolutely and irrevocably assigns and transfers to Mortgagee all of Mortgagor's right, title and interest in, to and under: (a) all present and future leases, subleases, licenses or occupancy agreements of the Property or any portion thereof, and all other agreements of any kind relating to the management, leasing, operation, use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, revenue, income, receipts, reserves, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other agreements for the use or occupancy of the Property, options, rights of first refusal or guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder but shall exclude the Operating Lease in which Mortgagee has been granted a security interest pursuant to Section 1.1 hereof. This assignment is intended to be and constitutes a present, unconditional and absolute assignment, not an assignment for security purposes only, and Mortgagee's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.

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- 3.2 **GRANT OF LICENSE.** Mortgagee confers upon Mortgagor a revocable license (“**License**”) to collect and retain the Payments as they become due and payable, until the occurrence and continuance of a Default (as hereinafter defined). During the existence of a Default, the License shall be automatically revoked and Mortgagee may collect and apply the Payments pursuant to that certain Section hereof entitled **Application of Other Sums** without notice and without taking possession of the Property. All Payments collected by Mortgagor during the existence of a Default shall be held by Mortgagor as trustee under a constructive trust for the benefit of Mortgagee. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants’ undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such written notice or written demand by Mortgagee. After the occurrence of and during the continuance of a Default, Mortgagee may apply, in its sole discretion, any Payments so collected by Mortgagee against any Secured Obligation under the Loan Documents, whether existing on the date hereof or hereafter arising. Collection of any Payments by Mortgagee shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.
- 3.3 **EFFECT OF ASSIGNMENT.** The foregoing irrevocable assignment shall not cause Mortgagee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; or (d) responsible for or under any duty to produce rents or profits. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Mortgagee, or any of their respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Mortgagee hereunder; or (ii) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.
- 3.4 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants to Mortgagee as of the date hereof, that Mortgagor has delivered to Mortgagee a true, accurate and complete list of all Leases, and that, to Mortgagor’s knowledge, except as disclosed to Mortgagee in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment (other than security deposits) under any existing Lease has been

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paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned, except pursuant to the Loan Documents.

- 3.5 **COVENANTS.** Except as otherwise expressly provided in the Loan Agreement, Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the material obligations of landlord contained in the Leases, and to the extent commercially reasonable, to enforce performance by the tenants of the material obligations of the tenants contained in the Leases; (b) give Mortgagee prompt written notice of any material default which occurs with respect to any of the Leases; (c) use commercially reasonable efforts, from and after the Opening Date with respect to the Property, to keep all leasable space at the Property leased at all times at rentals not less than the fair market rental rate; (d) deliver to Mortgagee fully executed copies of each and every Lease and any modifications or amendments thereto not previously delivered to Mortgagee, if requested to do so by Mortgagee; (e) execute and record such additional assignments of any Lease, in form and substance reasonably acceptable to Mortgagee, as Mortgagee may reasonably request; and (f) execute and deliver to Mortgagee any subordination, non-disturbance and attornment agreement required under the Loan Agreement. Mortgagor shall not, without Mortgagee's prior written consent unless in accordance with the terms of the Loan Agreement: (i) enter into any Leases or Lease amendments or assignments after the date hereof in violation of Section 9.4 of the Loan Agreement; (ii) collect any rent in advance, other than: (A) security deposits, (B) rentals one (1) month in advance of the time when it becomes due under any of the Leases, and (C) any rent which may be required to be prepaid by the terms of any such Lease; (iv) terminate, modify or amend any of the terms of any Lease which is not a Permitted Lease or in any manner release or discharge the tenants from any obligations thereunder; or (iii) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance (other than Permitted Liens). Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Mortgagee shall be null and void.
- 3.6 **ESTOPPEL CERTIFICATES.** Within thirty (30) days after written request by Mortgagee, but not more often than once per calendar year so long as no Default exists, Mortgagor shall use reasonable efforts to obtain and shall deliver to Mortgagee and to any party reasonably designated by Mortgagee estoppel certificates executed by Mortgagor and by each of the tenants (provided that so long as no Default exists, tenant estoppels shall only be required from each tenant with a Lease that exceeds ten percent (10%) of the budgeted economic occupancy of the Property), in recordable form, certifying (if such be the case): (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date and amount of each such tenant's most recent payment of rent and other charges; (c) that there are no uncured defaults, defenses or offsets outstanding under such Lease, or stating those claimed by Mortgagor or tenants under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Mortgagee.

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ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

- 4.1 **SECURITY INTEREST.** Mortgagor hereby grants and assigns to Mortgagee as of the Effective Date a security interest, to secure payment and performance of the Secured Obligations, in all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the following described personal property (collectively, excluding any Excluded Assets, the "**Collateral**"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Mortgagee, whether or not disbursed; all funds deposited with Mortgagee pursuant to the Loan Agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money from Mortgagee to Mortgagor under any swap, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Mortgagor and Mortgagee in connection with the Loan, as defined in the Loan Agreement; all beds, mattresses, bedside tables, party tables,

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coffee tables, end tables, desks, desk chairs, lounge chairs, dressers, chests, mirrors, pictures, lamps and lampshades, ottomans, sofas, love seats, murphy beds, sofa beds, radios, television sets and all other items of furniture, furnishings, equipment and personal property (of whatever kind or nature) located within and used in the operation of the Property or any portion thereof; all desks, chairs, tables, counters, lamps and other lobby furniture and furnishings and equipment located within the Property or any portion thereof; all filing cabinets, office equipment, typewriters, calculators, reservations systems, surveillance and security systems, computers, printers, facsimile machines, safe deposit boxes and other office furniture, furnishings and equipment located within and relating to the operation of the Property (or any portion thereof) or offered as services and/or amenities to guests or invitees of the Property; all stoves, refrigerators, ovens, grills, steamers, steam tables, fryers, dishwashers, preparation tables, slicers, grinders, ice cream machines and freezers, racks, tables and chairs, bars, bar equipment and supplies, pots, pans, tableware, silverware, glassware, linens, video equipment, lecterns, microphones, amplifiers, public address systems and other items of every kind and nature whatsoever used in connection with the kitchens, restaurants, bars, lounges, conference rooms, auditoriums, and other public areas located within the Property or any portion thereof; all lounges, chairs, umbrellas, tables, pool equipment and other items of every kind and nature whatsoever used or useful in connection with the pool and recreation areas upon the Property or any portion thereof; all telephone equipment owned by Mortgagor within the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Mortgagee that this Mortgage constitutes a fixture filing filed with the real estate records of Cook County, Illinois, under the Uniform Commercial Code, as amended or recodified from time to time, in the state wherein the Property is located ("UCC"). For purposes of this fixture filing, the "Debtor" is the Mortgagor and the "Secured Party" is the Mortgagee. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Mortgage with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Mortgagee under this Mortgage or the priority of Mortgagee's lien created hereby, and such financing statement is declared to be for the protection of Mortgagee in the event any court shall at any time hold that notice of Mortgagee's priority interest in any property or interests described in this Mortgage must, in order to be effective against a particular class of persons, including, but not limited to, the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

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- 4.2 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral, subject to Permitted Liens; (b) Mortgagor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity, subject to Permitted Liens; and (c) Mortgagor's principal place of business is located at the address of Mortgagor set forth on the cover page of this Mortgage.
- 4.3 **COVENANTS.** Mortgagor agrees: (a) to execute and deliver such documents as Mortgagee deems necessary and requests to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, its chief executive office or the jurisdiction in which it is organized and/or registered without giving Mortgagee prior written notice thereof as required under the Security Agreement; (c) to cooperate with Mortgagee in perfecting all security interests granted herein and in obtaining such agreements from third parties as Mortgagee deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Mortgagee is authorized to file financing statements in the name of Mortgagor to perfect Mortgagee's security interest in the Collateral which financing statements may describe the Collateral as "all personal property and other assets of Mortgagee, whether now owned or existing or hereafter acquired or arising, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto", or any other description to similar effect.
- 4.4 **RIGHTS OF MORTGAGEE.** In addition to Mortgagee's rights as a "Secured Party" under the UCC, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor, unless otherwise provided in the Loan Agreement: (a) give notice to any person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Mortgagee therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence and continuance of a Default under this Mortgage, then in addition to all of Mortgagee's rights as a "Secured Party" under the UCC or otherwise at law and in addition to Mortgagee's rights under the Loan Documents:

- (a) Mortgagee may (i) upon ten (10) days' prior written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (ii) without prior notice (except as may be required under the Security Agreement) enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's expense; or (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and

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- (b) Mortgagee may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Mortgagee deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Mortgagee may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and
- (c) Any proceeds of any disposition of any Collateral may be applied by Mortgagee to the payment of expenses incurred by Mortgagee in connection with the foregoing, including reasonable outside attorneys' fees, and the balance of such proceeds may be applied by Mortgagee toward the payment of the Secured Obligations in such order of application as Mortgagee may from time to time elect.

Notwithstanding any other provision hereof, Mortgagee shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law. Mortgagor agrees that Mortgagee shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Mortgagee's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

4.5 **POWER OF ATTORNEY.** Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Mortgagee may, without the obligation to do so, in Mortgagee's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to any of the Collateral, and, upon the occurrence and continuance of a Default hereunder and subject to the terms of the Loan Documents, take any other action required of Mortgagor under the Loan Documents; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.

4.6 **POSSESSION AND USE OF COLLATERAL.** Except as otherwise provided in this Section or the other Loan Documents, so long as no Default exists and is continuing under this Mortgage or any of the other Loan Documents, Mortgagor may possess, use, move, transfer or, to the extent permitted under clause (c) of that certain Section hereof entitled Maintenance and Preservation of the Property, dispose of any of the Collateral in the ordinary course of Mortgagor's business and in accordance with the Loan Agreement.

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ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

- 5.1 **PERFORMANCE OF SECURED OBLIGATIONS.** Mortgagor shall promptly pay and perform each Secured Obligation for which it is responsible hereunder or under the Loan Agreement when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), after any cure periods provided in the Loan Documents, or if a legal proceeding is commenced that Mortgagee determines, if adversely determined, is reasonably likely have an adverse effect on Mortgagee's rights in the Property, then Mortgagee may (but is not obligated to), at Mortgagor's expense, take such action as it considers to be necessary to protect the value of the Property and Mortgagee's rights in the Property, including the retaining of counsel, and any amount so expended by Mortgagee will be added to the Secured Obligations and will be payable by Mortgagor to Mortgagee on demand, together with interest thereon from the date of advance until paid at the Alternate Rate provided in the Loan Agreement.
- 5.2 **TAXES AND ASSESSMENTS.** Subject to Mortgagor's rights to contest payment of taxes or assessments as may be provided in the Loan Agreement, Mortgagor shall pay prior to delinquency all Property Taxes. Subject to the terms of the Loan Agreement, Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation.
- 5.3 **LIENS, ENCUMBRANCES AND CHARGES.** Subject to Mortgagor's right to contest such liens, claims and encumbrances as provided in the Loan Agreement, Mortgagor shall promptly discharge all liens, claims and encumbrances, unless such lien, claim or encumbrance constitutes a Permitted Lien or is otherwise approved by Mortgagee in writing, that has or may attain priority over this Mortgage. Subject to the provisions of the Loan Agreement regarding Permitted Liens, Mortgagor shall pay when due all obligations secured by, or which may become, liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral, or any interest therein, whether senior or subordinate hereto.
- 5.4 **DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.**
- (a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Mortgagee and, at the request of Mortgagee, shall be paid directly to Mortgagee: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Mortgagee to be maintained by Mortgagor, including, but not limited to, earthquake insurance and terrorism insurance, if any) payable by

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reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing provided; however, that:

(1) if any of the awards, claims, actions, and/or proceeds pursuant to items (i) through (iv) above are individually less than or equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("**Individual Threshold**") (and, when aggregated with all prior awards, claims, actions and/or proceeds related to casualties and condemnations for which proceeds have not been fully applied to the restoration of the Property in accordance with the terms and conditions of the Loan Documents, are less than or equal to Three Million and No/100 Dollars (\$3,000,000.00) ("**Aggregate Threshold**")), and no Default exists and is continuing, Mortgagor shall be permitted to commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all such claims and awards without Mortgagee's consent provided that any such awards and/or proceeds received by Mortgagor shall be used by Mortgagor to repair and/or restore the Property in accordance with clause (d) of that certain Section hereof entitled Maintenance and Preservation of the Property;

(2) if any of the awards, claims, actions, and/or proceeds pursuant to items (i) through (iv) above are individually greater than the Individual Threshold (or, when aggregated with all prior awards, claims, actions and/or proceeds related to casualties and condemnations for which proceeds have not been fully applied to the restoration of the Property in accordance with the terms and conditions of the Loan Documents, are greater than the Aggregate Threshold) and no Default exists and is continuing, Mortgagor shall be permitted to commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all such claims and awards with Mortgagee's consent, provided that any such awards and/or proceeds received by Mortgagor shall be promptly delivered to Mortgagee for application or disbursement in accordance with the terms and conditions of this Mortgage; and

(3) if a Default exists and is continuing or if Mortgagor does not diligently commence, appear in (to the extent applicable), defend and or prosecute any such claim or action under the immediately preceding clauses (1) or (2) within ten (10) days after Mortgagee's notice, then Mortgagee shall have the right, without Mortgagor's consent to commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all such claims and awards, provided, however, (x) in no event will Mortgagee have the right to consent to the entry of any judgment against or admit to any liability on behalf of Mortgagor; and (y) in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the

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cause of the failure, including, without limitation, any malfeasance or nonfeasance by Mortgagee or its employees or agents.

Subject to applicable law, Mortgagee may at its discretion apply all or any of the proceeds it receives to its reasonable, out-of-pocket expenses in settling, prosecuting or defending any claim in accordance with the immediately preceding clause (3), and subject to clause (b) below, may apply the balance to the Secured Obligations in such order and amounts as Mortgagee in its sole discretion may choose, and/or Mortgagee may release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Notwithstanding the foregoing, Mortgagor shall not, without the prior written consent of Mortgagee: (i) settle or compromise any action, suit, proceeding, or claim in which Mortgagee is named as a party or consent to the entry of any judgment in such a matter that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Mortgagee of a written release of Mortgagee (in form, scope and substance satisfactory to Mortgagee in its sole discretion) from all liability in respect of such action, suit, or proceeding; or (ii) settle or compromise any action, suit, proceeding or claim in which Mortgagee is named as a party in any manner that may materially and adversely affect Mortgagee as determined by Mortgagee in its sole discretion.

- (b) Notwithstanding anything to the contrary herein, if the amount of the insurance or condemnation proceeds for the applicable Property with respect to any individual casualty or condemnation is greater than the Individual Threshold (or, when aggregated with the proceeds of all prior casualties and condemnations, is greater than the Aggregate Threshold) and no Default exists and is continuing, Mortgagee shall permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration provided that all of the following conditions are met: (i) the deposit with Mortgagee of such additional funds which Mortgagee reasonably determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period to the extent that undisbursed loan proceeds are not allocated for such items pursuant to the Project Budget); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Mortgagee (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) the delivery to Mortgagee of plans and specifications for the work, a contract for the work signed by a contractor reasonably acceptable to Mortgagee, a cost breakdown for the work and, if reasonably required, a payment and performance bond for the work, all of which shall be reasonably acceptable to Mortgagee; (iv) the delivery to Mortgagee of evidence reasonably acceptable to Mortgagee (aa) that after completion of the work the income from the Property will be sufficient to pay all expenses and debt service for the Property; (bb) that upon completion of the work, the total value of the Property will be at least as great as it was before the damage or condemnation occurred; (cc) that such repair or restoration of the Property is reasonably

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expected to be substantially completed on or before the Maturity Date, or such other date reasonably agreed by Mortgagor; and (dd) of the satisfaction of any additional conditions that Mortgagee may reasonably establish to protect its security, provided, that such additional conditions would be customarily required by a reasonable lender with respect to a property and borrower similarly situated as the Property and Mortgagor. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within sixty (60) days of receipt by Mortgagee of such insurance or condemnation proceeds, then Mortgagee may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Mortgagee in its sole discretion may choose.

5.5 **MAINTENANCE AND PRESERVATION OF THE PROPERTY.** Except as otherwise provided in the Loan Documents, Mortgagor covenants: (a) to insure the Property and Collateral against such risks as required under the Loan Agreement, and, at Mortgagee's request, to provide evidence of such insurance to Mortgagee to the extent required under the Loan Agreement, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair, ordinary wear and tear excepted; (c) not to Transfer the Property or Collateral or any part thereof except as permitted by Section 9.22 of the Loan Agreement; (d) to complete, restore or replace, promptly and in good and workmanlike manner, the Property and Collateral, or any part thereof, which may be damaged or destroyed; provided, that Mortgagee makes available to Mortgagor any insurance proceeds held by Mortgagee as a result of such damage or destruction; (e) to comply with all laws, ordinances, regulations and standards except where the failure to comply could not reasonably be expected to result in a Material Adverse Effect, and, in all material respects, comply with all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Property or Collateral and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; and (f) not to commit or permit waste of the Property or Collateral in any material respect.

5.6 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS.** At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Mortgagee hereunder against all adverse claims, other than claims that constitute Permitted Liens. Mortgagor shall give Mortgagee prompt notice in writing, and in no event later than ten (10) days after obtaining knowledge thereof, of (i) the assertion of any claim or of the filing of any action or proceeding affecting Mortgagor or the Property which, if adversely determined, could reasonably be expected to have a Material Adverse Effect, (ii) the occurrence of any damage to any material portion of the Property or Collateral as a result of any fire, explosion, accident, flood or other casualty and (iii) any condemnation offer or action with respect to any material portion of the Property or Collateral.

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- 5.7 **DUE ON SALE; ENCUMBRANCE.** If the Property or any ownership or leasehold interest therein or if any direct or indirect ownership interest in Mortgagor shall be sold, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, in each case in violation of Section 9.22 or 9.23 of the Loan Agreement, **THEN** Mortgagee, at the direction of the Requisite Lenders, may, subject to any notice and cure rights provided in the Loan Agreement, declare all Secured Obligations immediately due and payable.
- 5.8 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY.** Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations (“**Interested Parties**”), Mortgagee may, from time to time (and subject to obtaining the approval of the Requisite Lenders to the extent required under the terms of the Loan Agreement) and other than as set forth in clause (ii) below, without notice to Mortgagor (i) release any person or entity from liability for the payment or performance of any Secured Obligation; (ii) upon receipt of Mortgagor’s consent or agreement in writing, as applicable, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation; or (iii) accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the liability of Mortgagor as set forth in the Loan Documents, or release or impair the priority of the lien of and security interests created by this Mortgage upon the Property and the Collateral.
- 5.9 **SUBROGATION.** Mortgagee shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Mortgagee pursuant to the Loan Documents or by the proceeds of any loan secured by this Mortgage.
- 5.10 **COMMUNITY FACILITIES DISTRICT.** Without obtaining the prior written consent of Mortgagee, such consent not to be unreasonably withheld or delayed, Mortgagor shall not affirmatively consent to, or vote in favor of, the inclusion of all or any part of the Property in any new assessment district, improvement district, community facilities district, special district, special improvement district, governmental district or similar district (any such district, a “**Special Assessment District**”). Mortgagor shall promptly, and in no event later than ten (10) days after obtaining knowledge thereof, give notice to Mortgagee of any written notification that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a new Special Assessment District. Mortgagee shall have the right to file a written objection to the inclusion of all or any part of the Property in a Special Assessment District and to appear at, and participate in, any hearing with respect to the formation of any such district.
- 5.11 **OPERATING LEASE.**
- (a) Mortgagor shall comply with and observe the terms and conditions set forth in Section 9.28 of the Loan Agreement, which are incorporated herein by reference.

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- (b) In the event that any Operating Lessee shall become the owner and holder of the fee title to any portion of the Property while any portion of the Secured Obligations remains unpaid or unsatisfied, the lien of this Mortgage shall be spread to cover such fee title to such portion of the Property. Each Operating Lessee agrees, at its sole cost and expense, including any reasonable out-of-pocket outside attorneys' fees and disbursements incurred by Mortgagee in connection therewith, to (i) execute or cause to be executed any and all documents or instruments necessary to subject such Operating Lessee's fee title to the Property or portion thereof to the lien of this Mortgage; and (ii) provide a lender's title insurance policy (or an endorsement to Mortgagee's leasehold loan title insurance policy), at such Operating Lessee's expense, that shall insure that the lien of this Mortgage is a first lien on such Operating Lessee's fee title to the Property or portion thereof.
- (c) In the event of the bankruptcy, reorganization or insolvency of any Operating Lessee, any attempt by any Operating Lessee to surrender its leasehold estate, or any portion thereof, under the Operating Lease, or any attempt under such circumstances by any Operating Lessee to terminate, cancel or acquiesce in the rejection of the Operating Lease without the consent of Mortgagee shall be null and void. Each Operating Lessee hereby expressly releases, assigns, relinquishes and surrenders unto Mortgagee all of its right, power and authority to terminate, cancel, acquiesce in the rejection of, modify, change, supplement, alter or amend the Operating Lease in insolvency of any Operating Lessee, and any attempt on the part of such Operating Lessee to exercise any such right without the consent of Mortgagee shall be null and void. Each Operating Lessee hereby irrevocably appoints Mortgagee as its true and lawful attorney-in-fact which power of attorney shall be coupled with an interest, for the purpose of exercising, during the continuance of a Default, its rights pursuant to Section 365(h) of the Bankruptcy Code or any successor to such Section to (i) obtain for the benefit of any Operating Lessee or Mortgagee a right to possession or statutory term of years derived from or incident to the Operating Lease, or (ii) treat the Operating Lease as terminated.
- (d) Notwithstanding the rejection of the Operating Lease by any Operating Lessee, as debtor in possession, or by a trustee for any Operating Lessee, pursuant to Section 365 of the Bankruptcy Code, neither the lien of this Mortgage nor Mortgagee's rights with respect to the Operating Lease shall be affected or impaired by reason thereof. In the event that any Operating Lessee shall remain in possession of the Property or any portion thereof following a rejection of the Operating Lease by any Operating Lessee, as debtor in possession, or by a trustee for any Operating Lessee, such Operating Lessee agrees that it shall not exercise any right of offset against the rent payable under the Operating Lease, pursuant to Section 365(h)(2) of the Bankruptcy Code, without the prior consent of Mortgagee thereto.
- (e) Without limiting any other provisions contained herein, each Operating Lessee hereby agrees that all of its right, title and interest under the Operating Lease (and otherwise with respect to the Property) is subject and subordinate to the Loan and

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Mortgagee's security interest in each Operating Lessee's right, title and interest in and to the Property or any portion thereof. In connection therewith, each Operating Lessee acknowledges and agrees that in the event Mortgagee shall succeed to the interests of NCS, with respect to the Operating Hotel Lease, or OpCo, with respect to the Operating Hotel Sublease, Mortgagee shall have the absolute right (without regard to the enforceability or perfection of Mortgagee's security interest in such Operating Lessee's leasehold estate) to terminate such Operating Lease and in such event (i) such Operating Lease and all of the applicable Operating Lessee's right, title and interest thereunder shall automatically terminate and (ii) Mortgagor shall not in any way oppose, impede, obstruct, challenge, hinder, frustrate, enjoin or otherwise intentionally interfere with Mortgagee's exercise of any such termination right. Furthermore, in connection with any termination of an Operating Lease as referenced in this paragraph or otherwise upon the exercise of Mortgagee's remedies hereunder, Mortgagor shall reasonably cooperate with Mortgagee to transition the operations of the hotel located on the Property to Mortgagee.

ARTICLE 6. DEFAULT PROVISIONS

- 6.1 **DEFAULT.** For all purposes hereof, the term "**Default**" shall mean the occurrence of any Default as defined in the Loan Agreement, which Default is not cured within the applicable grace, notice and/or cure period, if any.
- 6.2 **RIGHTS AND REMEDIES.** Upon the occurrence and continuance of a Default, Mortgagee shall have each and every one of the following rights and remedies in addition to Mortgagee's rights under the other Loan Documents:
- (a) With or without notice, to declare all Secured Obligations immediately due and payable (subject to obtaining the approval of the Requisite Lenders to the extent required under the Loan Agreement).
 - (b) Without releasing Mortgagor or Borrowers from any Secured Obligation, and without becoming a mortgagee in possession, to cure any Default of Mortgagor or Borrowers and, in connection therewith, to enter upon the Property and do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee under this Mortgage; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Mortgagee, is or may be senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Mortgage; or (iv) to employ counsel, accountants, contractors and other appropriate persons.

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- (c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations.
- (d) To the extent this Mortgage may encumber more than one property, the Mortgagee at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in that certain Section hereof entitled Payment of Costs, Expenses and Attorney's Fees which may be paid or incurred by or on behalf of Mortgagee to prosecute such suit, and such other costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Property, and other related costs and fees as shall be necessary.
- (e) To apply to a court of competent jurisdiction for and obtain the appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of an Default, and Mortgagor hereby consents to such appointment.
- (f) To enter upon, possess, control, lease, manage and operate the Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property, to make, terminate, enforce or modify Leases of the Property upon such terms and conditions as Mortgagee deems proper (in the name of Mortgagor or otherwise) and/or to make repairs, alterations and improvements to the Property as necessary, in Mortgagee's sole judgment, to protect or enhance the security hereof.
- (g) To the extent permitted by applicable law, to execute a written notice of such Default and of its election to cause the Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Mortgagee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Mortgagee, without notice to or demand upon Mortgagor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Mortgagee in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Mortgagor nor any other person or entity other than Mortgagee shall have the right to direct the order in which the Property is sold. Subject to requirements

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and limits imposed by law, Mortgagee may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Mortgagee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagee, Mortgagor or Mortgagee may purchase at the sale.

- (h) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Mortgagee determines in its sole discretion.
- (i) Upon sale of the Property at any foreclosure sale, Mortgagee may credit bid (as determined by Mortgagee in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Mortgagee in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g. commissions, reasonable outside attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Mortgagee; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Mortgagee (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Mortgagee; and (z) Mortgagee's credit bid may be (at Mortgagee's sole and absolute discretion) higher or lower than any appraised value of the Property.

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- (j) Exercise any and all remedies at law, equity, or under the Notes, this Mortgage or other Loan Documents for such Default.
- (k) Upon the completion of any foreclosure of all or a portion of the Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied.

6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS.** Except as may be otherwise required by applicable law or in the Loan Agreement, after deducting all costs, fees and expenses of Mortgagee, including, without limitation, cost of evidence of title and reasonable outside attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the Alternate Rate; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 **APPLICATION OF OTHER SUMS.** Except as otherwise provided herein or in the Loan Agreement, all sums received by Mortgagee under this Mortgage other than those described in that certain Section hereof entitled Rights and Remedies or that certain Section hereof entitled Grant of License, less all costs and expenses incurred by Mortgagee or any receiver, including, without limitation, reasonable outside attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided, however, Mortgagee shall have no liability for funds not actually received by Mortgagee.

6.5 **NO CURE OR WAIVER.** Neither Mortgagee nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Mortgagee or any receiver shall cure or waive any Default or notice of Default under this Mortgage, or nullify the effect of any notice of Default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other Defaults, or the same have been waived in writing by Mortgagee), or limit or impair the status of the security, or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of or security interests created by this Mortgage.

6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES.** Mortgagor agrees to pay to Mortgagee promptly (but in any event within five (5) Business Days after demand) all reasonable out-of-pocket costs and expenses of any kind incurred by Mortgagee pursuant to those sections herein entitled Rights and Remedies or that certain Section hereof entitled Power to File Notices and Cure Defaults (including, without limitation, court costs and reasonable out-of-pocket outside attorneys' fees, whether incurred in litigation or not, including, without limitation, at trial, on appeal or in any

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bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property) with interest from the date of demand until said sums have been paid at the rate of interest then applicable to the principal balance of the Notes as specified therein or as allowed by applicable law. In addition, Mortgagor will pay a reasonable fee for title searches, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Mortgagee as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and reasonable outside attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Mortgagee.

- 6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS.** Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property and Collateral, and upon the occurrence and during the continuance of a Default, Mortgagee may perform any obligation of Mortgagor hereunder.
- 6.8 **REMEDIES CUMULATIVE.** All rights and remedies of Mortgagee provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this instrument as though it were a mortgage) or in any other Loan Documents. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Default. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Default is continuing. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Mortgagee shall not waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform a Default.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 **NOTICES.** All notices, demands, or other communications under this Mortgage and the other Loan Documents shall be in writing and shall be delivered to the appropriate party as set forth in Section 13.4 of the Loan Agreement.
- 7.2 **ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT.** If the Notes are placed with an attorney for collection or if an attorney is engaged by Mortgagee to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection or enforcement of rights and remedies, then in all events, Mortgagor agrees to pay to Mortgagee all out-of-pocket costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, reasonable out-of-pocket outside attorneys' fees, whether or not court

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proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court.

- 7.3 **NO WAIVER**. No previous waiver and no failure or delay by Mortgagee in acting with respect to the terms of the Notes or this Mortgage shall constitute a waiver of any breach, Default, or failure of condition under the Notes, this Mortgage or the obligations secured thereby. A waiver of any term of the Notes, this Mortgage or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 7.4 **SEVERABILITY**. If any provision or obligation under this Mortgage shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Mortgage and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Mortgage.
- 7.5 **SUCCESSORS AND ASSIGNS**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Mortgage shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of that certain Section entitled Due on Sale or Encumbrance.
- 7.6 **ATTORNEY-IN-FACT**. Upon the occurrence and during the continuance of a Default, Mortgagor hereby irrevocably appoints and authorizes Mortgagee as Mortgagor's attorney-in-fact, which agency is coupled with an interest, and as such attorney-in-fact Mortgagee may, without the obligation to do so, execute and/or record in Mortgagee's or Mortgagor's name any notices, instruments or documents that Mortgagee deems appropriate to protect Mortgagee's interest under any of the Loan Documents.
- 7.7 **GOVERNING LAW AND CONSENT TO JURISDICTION**. This Mortgage shall be governed by, and construed in accordance with, the laws of Illinois. Mortgagor and Mortgagee hereby consent to the jurisdiction of any federal or state court within Illinois having proper venue and also consent to service of process by any means authorized by Illinois or federal law.
- 7.8 **HEADINGS**. All article, section or other headings appearing in this Mortgage are for convenience of reference only and shall be disregarded in construing this Mortgage.
- 7.9 **COUNTERPARTS**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on

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behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 7.10 **POWERS OF ATTORNEY.** The powers of attorney granted by Mortgagor to Mortgagee in this Mortgage shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed. Mortgagee shall have no obligation to exercise any of the foregoing rights and powers in any event. Mortgagee hereby discloses that it may exercise the foregoing powers of attorney for Mortgagor's benefit and such authority need not be exercised for Mortgagor's best interest.
- 7.11 **DEFINED TERMS.** Unless otherwise defined herein, capitalized terms used in this Mortgage shall have the meanings attributed to such terms in the Loan Agreement.
- 7.12 **RULES OF CONSTRUCTION.** The word "**Mortgagor**" as used herein shall include both the named Mortgagor and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Mortgagor under the Notes and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Mortgage is executed by more than one person, the term "**Mortgagor**" shall include all such persons. The words "**Lender**" and "**Mortgagee**" as used herein shall include each Lender and Mortgagee, and all successors and permitted assigns of each. The term "**Property**" and "**Collateral**" means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.
- 7.13 **USE OF SINGULAR AND PLURAL; GENDER.** When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.
- 7.14 **EXHIBITS, SCHEDULES AND RIDERS.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Mortgage by such attachment for all purposes.
- 7.15 **INCONSISTENCIES.** In the event of any inconsistencies between the terms of this Mortgage and the terms of the Loan Agreement or Notes (or, solely with respect to the Collateral, the Security Agreement), including without limitation, provisions regarding collection and application of Property revenue, required insurance, tax impounds, covenants, representations and transfers of the Property, the terms of the Loan Agreement, Notes or Security Agreement, as applicable, shall prevail.
- 7.16 **MERGER.** No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Property unless Mortgagee consents to a merger in writing and in accordance with the terms of the Loan Agreement.

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- 7.17 **WAIVER OF MARSHALLING RIGHTS.** Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all rights to have the Property and Collateral and/or any other property, which is now or later may be security for any Secured Obligation marshalled upon any foreclosure of the lien of this Mortgage or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or other property as a whole or in separate parcels, in any order that Mortgagee may designate.
- 7.18 **RESERVED.**
- 7.19 **INTEGRATION; INTERPRETATION.** The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. No Loan Document shall be modified except by written instrument executed by all parties thereto, unless otherwise provided therein. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Mortgagee in writing. The Loan Documents grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrowers are not the same, "**Mortgagor**" means the owner of the Property in any provision dealing with the Property, "**Borrowers**" mean the Borrowers (as defined in the Loan Agreement) in any provision dealing with the Secured Obligations.
- 7.20 **Contemporaneous Mortgages.** THIS MORTGAGE IS MADE IN ADDITION TO OTHER MORTGAGES HERETOFORE AND HEREAFTER, AS APPLICABLE, GIVEN BY ONE OR MORE OF THE BORROWERS TO MORTGAGEE, COVERING VARIOUS PROPERTIES (collectively, the "**Other Mortgages**"). The Other Mortgages further secure the obligations of Borrowers, Mortgagor and Guarantor to Mortgagee and the other Lenders under the Loan Documents. Upon the occurrence and during the continuance of a Default, and subject to the terms of each applicable agreement or instrument, Mortgagee may proceed under this Mortgage and/or any one or more of the Other Mortgages against any of the other property secured thereby and/or the Property, in one or more parcels and in such manner and order as Mortgagee shall elect. MORTGAGOR HEREBY IRREVOCABLY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY LAW, AND WHETHER NOW OR HEREAFTER IN FORCE, ANY RIGHT TO HAVE THE PROPERTY AND/OR ANY SUCH OTHER PROPERTY SECURED BY THE OTHER MORTGAGES, MARSHALLED UPON ANY FORECLOSURE OF THIS MORTGAGE OR ANY OF THE OTHER MORTGAGES.
- 7.21 **LIMITATION OF MORTGAGOR'S LIABILITY.** The terms and limitations of Section 13.28 of the Loan Agreement shall apply to this Mortgage.

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7.22 **PRINCIPAL SECURED.** This Mortgage is given to secure a loan in the initial maximum principal amount of One Hundred Thirty Million Two Hundred Thousand and No/100 Dollars (\$130,200,000.00), which amount may be increased to a maximum principal amount of up to One Hundred Fifty-One Million Nine Hundred Thousand and No/100 Dollars (\$151,900,000.00) if Borrowers exercise their right to receive the Incremental Loan in accordance with the terms of the Loan Agreement. Notwithstanding any provision contained herein to the contrary, the liabilities and obligations secured by this Mortgage shall not exceed an amount equal to 200% of the face amount of the Loan.

[Signature pages follow]

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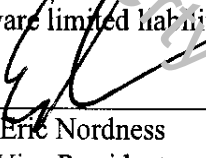
IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the date set forth above.

“MORTGAGOR”

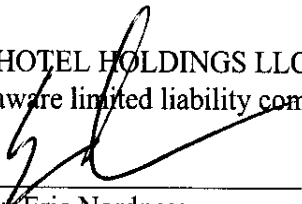
NORTH CLARK STREET LLC,
a Delaware limited liability company

By: 
Name: Eric Nordness
Title: Vice President

HSC PLAZA AND BUILDING OPERATIONS LLC,
a Delaware limited liability company

By: 
Name: Eric Nordness
Title: Vice President

HSC HOTEL HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Eric Nordness
Title: Vice President

Property of Cook County Clerk's Office

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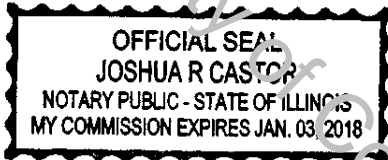
ACKNOWLEDGMENT

State of Illinois, County of Cook ss.

On this 22nd day of October, 2015, before me, the undersigned officer personally appeared Eric Nordness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of North Clark Street LLC, a Delaware limited liability company, and that as such officer, being duly sworn, and being authorized to do so pursuant to its operating agreement or a resolution of its members, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of North Clark Street LLC, by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of North Clark Street LLC.

Witness my hand and official seal.

Joshua R. Castor
Notary public signature



Commission expires: January 3, 2018

Cook County Clerk's Office

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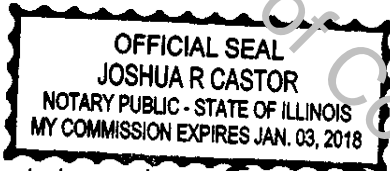
ACKNOWLEDGMENT

State of Illinois, County of Cook ss.

On this 22nd day of October, 2015, before me, the undersigned officer personally appeared Eric Nordness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of HSC Plaza And Building Operations LLC, a Delaware limited liability company, and that as such officer, being duly sworn, and being authorized to do so pursuant to its operating agreement or a resolution of its members, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of HSC Plaza And Building Operations LLC, by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of HSC Plaza And Building Operations LLC.

Witness my hand and official seal.

Joshua R. Castor
Notary public signature



Commission expires: January 3, 2018

Cook County Clerk's Office

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ACKNOWLEDGMENT

State of Illinois, County of Cook ss.

On this 22nd day of October, 2015, before me, the undersigned officer personally appeared Eric Nordness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of HSC Hotel Holdings LLC, a Delaware limited liability company, and that as such officer, being duly sworn, and being authorized to do so pursuant to its operating agreement or a resolution of its members, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of HSC Hotel Holdings LLC, by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of HSC Hotel Holdings LLC.

Witness my hand and official seal.

Joshua R. Castor
Notary public signature



Commission expires: January 3, 2018

Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

LOTS 18 TO 26, BOTH INCLUSIVE, AND THAT PART OF LOTS 27 AND 28 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET WEST OF THE SOUTHEASTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 27, A DISTANCE OF 6.50 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 27 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST ¼ (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF LOTS 27 AND 28 OF TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: ALL THOSE PARTS OF SAID LOTS 27 AND 28 WHICH ARE LOCATED EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF THE AFORESAID LOT 28 WHICH IS 52.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, STRAIGHT TO A POINT IN THE NORTHEASTERLY LINE OF THE AFORESAID LOT 27 WHICH IS 6.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF NORTH SEMINARY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 AND A LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 28 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 28, A DISTANCE OF 70.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25.0 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE WEST ON SAID EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCELS 2 AND 3, TAKEN AS A SINGLE TRACT, ALSO DESCRIBED AS:

THAT PART OF LOTS 27 AND 28 IN TALBOTS SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF NORTH SEMINARY AVENUE, ALL TAKEN AS ONE TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET; THENCE NORTH 08 DEGREES 26 MINUTES 43 SECONDS EAST 134.43 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 27; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID NORTHEASTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 28, A DISTANCE OF 60.70 FEET TO THE SOUTHERN MOST NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 01 DEGREES 01 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 3.99 FEET TO A LINE PARALLEL WITH AND 2.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 28; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, 70.00 FEET; THENCE SOUTH 32 DEGREES 35 MINUTES 11 SECONDS WEST, 18.16 FEET TO A POINT ON THE NORTH LINE OF WEST ADDISON STREET, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY NORTH CLARK STREET LLC, AS LESSOR, AND HSC PLAZA AND BUILDING OPERATIONS LLC, AS LESSEE, DATED OCTOBER 30, 2015, WHICH LEASE WAS RECORDED NOV 09 2015 AS DOCUMENT 1530719065, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING October 30, 2015 AND ENDING 25 years later.

PARCEL 4:

LOTS 18 TO 26, BOTH INCLUSIVE, AND THAT PART OF LOTS 27 AND 28 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET WEST OF THE SOUTHEASTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 27, A DISTANCE OF 6.50 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 27 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER

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THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL THAT PART OF LOTS 27 AND 28 OF TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: ALL THOSE PARTS OF SAID LOTS 27 AND 28 WHICH ARE LOCATED EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF THE AFORESAID LOT 28 WHICH IS 52.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, STRAIGHT TO A POINT IN THE NORTHEASTERLY LINE OF THE AFORESAID LOT 27 WHICH IS 6.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF NORTH SEMINARY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 AND A LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 28 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 28 A DISTANCE OF 70.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25.0 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE WEST ON SAID EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCELS 5 AND 6, TAKEN AS A SINGLE TRACT, ALSO DESCRIBED AS:

THAT PART OF LOTS 27 AND 28 IN TALBOTS SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF NORTH SEMINARY AVENUE, ALL TAKEN AS ONE TRACT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT

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28, A DISTANCE OF 52.50 FEET; THENCE NORTH 08 DEGREES 26 MINUTES 43 SECONDS EAST, 134.43 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 27; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID NORTHEASTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 28, A DISTANCE OF 60.70 FEET TO THE SOUTHERNMOST NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 01 DEGREES 01 MINUTES 12 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 3.99 FEET TO A LINE PARALLEL WITH AND 2.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHEASTERLY LINE OF SAID LOT 28; THENCE SOUTH 31 DEGREES 03 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, 70.00 FEET; THENCE SOUTH 32 DEGREES 35 MINUTES 11 SECONDS WEST, 18.16 FEET TO A POINT ON THE NORTH LINE OF WEST ADDISON STREET, SAID POINT BEING 25.00 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 88 DEGREES 43 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 3614-3640 North Clark Street, Chicago, Illinois

TAX NOS.:

#14-20-225-030-0000 – Pt Tract A
#14-20-225-031-0000 – Pt Tract A
#14-20-225-032-0000 – Pt Tract A
#14-20-225-033-0000 – Pt Tract A
#14-20-225-034-0000 – Pt Tract A
#14-20-225-035-0000 – Pt Tract A
#14-20-225-036-0000 – Pt Tract A
#14-20-225-037-0000 – Pt Tract A
#14-20-225-038-0000 – Pt Tract A
#14-20-225-040-0000 – Pt Tract A

UNOFFICIAL COPY**EXHIBIT B**

THE SUB-LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE SUB-LEASE, EXECUTED BY HSC PLAZA AND BUILDING OPERATIONS LLC, AS LESSOR, AND HSC HOTEL HOLDINGS LLC, AS LESSEE, DATED OCTOBER 30, 2015, WHICH SUB-LEASE WAS RECORDED NOV 03 2015 AS DOCUMENT 1530719066, WHICH SUB-LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEAR BEGINNING October 30, 2015 AND ENDING 75 years later.

PARCEL 7 - 1ST FLOOR HOTEL PARCELS:

PARCEL H1:

THAT PART OF LOTS 18 TO 28, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 23, INCLUSIVE, 137.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOTS 23 AND 24 A DISTANCE OF 25.89 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 21.60 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.31 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 33.11 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 48.00 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 10.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 28.83 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.97 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 19.31 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 5.81 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.75 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.81 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 10.75 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 25.15 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.20 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 5.13 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 0.55 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 8.87 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 7.65 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 14.00 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 7.44 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 24.12 FEET; THENCE

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SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.39 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 21.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL H2:

THAT PART OF LOTS 18 TO 28, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 26, INCLUSIVE, 210.24 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 05 SECONDS WEST 72.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 7.92 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 18.16 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 5.12 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 10.28 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 3.04 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 28.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8 - 2ND FLOOR HOTEL PARCEL:

PARCEL H3:

THAT PART OF LOTS 18 TO 28, BOTH INCLUSIVE, IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +56.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +40.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF LOT 18 TO 23, INCLUSIVE, 135.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 45 MINUTES 55 SECONDS EAST 134.87 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 21.24 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 1.99 FEET;

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THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 2.03 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 3.01 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 8.76 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 24.16 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 27.15 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.09 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 33.55 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 89.26 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 20.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 11.32 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 20.19 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 46.04 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 2.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 8.91 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 36 SECONDS WEST 2.00 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 47.47 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 4.92 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 5.49 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 9.63 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 24 SECONDS EAST 52.91 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 44.97 FEET; THENCE NORTH 29 DEGREES 46 MINUTES 24 SECONDS WEST 0.36 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 36 SECONDS EAST 33.22 FEET, IN COOK COUNTY, ILLINOIS.

PARCEL 9 - 3RD THRU 6TH FLOOR HOTEL PARCEL:

PARCEL H4:

THAT PART OF THE FOLLOWING 3 PARCELS TAKEN AS A TRACT, SAID PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +98.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +56.50 FEET CHICAGO CITY DATUM AND WITHIN ITS HORIZONTAL BOUNDARY PROJECT VERTICALLY: LOTS 18 TO 26, BOTH INCLUSIVE, AND THAT PART OF LOTS 27 AND 28 LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 52.50 FEET WEST OF THE SOUTHEASTERLY CORNER THEREOF, TO A POINT IN THE NORTHEASTERLY LINE OF LOT 27, A DISTANCE OF 6.50 FEET NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 27 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13, LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO ALL THAT PART OF LOTS 27 AND 28 OF TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: ALL THOSE PARTS OF SAID LOTS 27 AND 28

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WHICH ARE LOCATED EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF THE AFORESAID LOT 28 WHICH IS 52.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, STRAIGHT TO A POINT IN THE NORTHEASTERLY LINE OF THE AFORESAID LOT 27 WHICH IS 6.5 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF NORTH SEMINARY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 AND A LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 28 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CALLED CLARK STREET) IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 20 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE 2.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF LOT 28, A DISTANCE OF 70.0 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25.0 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE WEST ON SAID EASTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 28, A DISTANCE OF 25 FEET TO THE SOUTH EAST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.