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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1700629020

Doc# 1700629020 Fee \$106.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/06/2017 11:05 AM PG: 1 OF 31

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 16-08-304-015-0000

Address:

Street: 103-111 South Humphrey Avenue

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: PNC Community Development Company, LLC

Borrower: Oak Park Residence Corporation

Loan / Mortgage Amount: \$20,000,000.00

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: B8EBEA45-C305-484B-8ADF-98CE7A0BE0B7

Execution date: 1/1/2017

CCRD REVIEWER

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**THIS DOCUMENT PREPARED
BY AND WHEN RECORDED
MAIL TO:**

Mary Ann Murray, Esq.
Quarles & Brady LLP
300 N. LaSalle Street
Suite 4000
Chicago, Illinois 60654

**MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, AND SECURITY AGREEMENT
(INCLUDING A UCC FINANCING STATEMENT)**

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (INCLUDING UCC FINANCING STATEMENT) dated as of January 1, 2017 (the "*Mortgage*"), from Oak Park Residence Corporation (the "*Mortgagor*"), an Illinois not for profit corporation, having its principal office located at 21 South Boulevard, Oak Park, Illinois 60306, to PNC Community Development Company, LLC (the "*Mortgagee*"), a Delaware limited liability company, whose address is 1 North Franklin Street, Suite 2900, Chicago, Illinois 60606.

This Mortgage is also a Security Agreement and financing statement under the Uniform Commercial Code of the State of Illinois and in compliance therewith the following information is set forth:

1. The names and addresses of the Debtor and Secured Party are:

Debtor:	Oak Park Residence Corporation 21 South Boulevard, Oak Park, IL 60306 Executive Director: Maria Saldaña
Secured Party:	PNC Community Development Company, LLC 1 North Franklin Street, Suite 2900 Chicago, IL 60606 Attention: Thurman Smith
Principal Amount	\$20,000,000

2. The property covered by this Security Agreement and financing statement is described in the Granting Clauses hereof.

3. Some or all of the fixtures, equipment and other property described herein is or may become fixtures.

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4. The Debtor is the record owner of the real estate described in Exhibit A attached hereto and made a part hereof.

RECITALS:

A. WHEREAS, the Mortgagor is an obligor with respect to certain tax-exempt bond financing in the principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) issued by the ILLINOIS FINANCE AUTHORITY ("*Authority*") known as its Revenue Bond, Series 2017 (Oak Park Residence Corporation Project) (the "*Bond*" or "*Bond Financing*"); and

B. Concurrently with the execution of this Mortgage, the Authority, the Mortgagor and the Mortgagee, in its capacity as purchaser of the Bond, are entering into that certain Bond and Loan Agreement, dated as of January 1, 2017 (the "*Bond and Loan Agreement*").

C. Concurrently with the execution of this Mortgage, the Mortgagor and the Mortgagee, in its capacity as purchaser of the Bond, are entering into that certain Continuing Covenants Agreement, dated as of January 1, 2017 (the "*Covenant Agreement*"). All capitalized terms used in this Agreement that are not defined herein and are defined in the Covenant Agreement shall have the meanings given to such terms in the Covenant Agreement; and

D. Pursuant to the Bond and Loan Agreement the application of the proceeds of the Bond constitutes the loan of such proceeds by the Authority to the Mortgagor. Pursuant to the Bond and Loan Agreement, as repayment of such loan, the Mortgagor agrees to pay directly to the Mortgagee, as Purchaser of the Bond, amounts sufficient to pay the principal of, premium, if any or interest on the Bond on each day on which any payment of principal of, premium, if any or interest on the Bond shall become due (whether on an interest payment date, at maturity, or upon redemption or acceleration or otherwise); and

E. Mortgagee is and/or will be the initial sole "*Purchaser*", holder and owner of such Bond and as an express condition and inducement to Mortgagee to so agree to purchase the Bond and facilitate such Bond Financing, Mortgagee requires various additional documented and perfected collateral and security for such Bond and Bond Financing, including this Mortgage; and

F. Relative thereto, any reference herein to any debt, indebtedness or obligations secured hereby shall mean such Bond and Bond Financing obligations, as further set forth in the Bond and Loan Agreement and any reference to the term or maturity of such Bond or Bond Financing shall retain the same meaning as set forth in the Bond and Loan Agreement or such earlier date when payment may be demanded or otherwise required to be paid.

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FOR GOOD AND VALUABLE CONSIDERATION AND TO SECURE TO MORTGAGEE:

- (I) repayment of the principal, interest, and all other amounts, indebtedness and obligations due and/or payable to Mortgagee on the Bond, the Bond and Loan Agreement, and Transaction Documents according to their tenor and effect, and all renewals, extensions and modifications thereof and any future advances thereunder, whether direct or indirect, due or to become due (provided, however that in no event shall the aggregate indebtedness secured hereby at any one time exceed two (2) times the aforementioned original Principal Amount of the Indebtedness of such Bond and under such Bond and Loan Agreement); and
- (II) the payment of all other sums, with interest thereon, advanced in accordance with the terms of the Bond, the Bond and Loan Agreement or herewith to protect the security of this Mortgage or other collateral for the Bond and the Bond and Loan Agreement; and
- (III) the performance and observance of all the covenants, provisions and agreements of Mortgagor herein and in the Bond, Bond and Loan Agreement or other Transaction Documents contained or other instruments given to further secure the performance of any obligation secured hereby or in any manner pertaining to the Bond and Bond Financing, including but not limited to this Mortgage, the Covenant Agreement and the Security Agreement (each as defined in the Bond and Loan Agreement, and collectively defined herein as the “*Security Documents*”) and Hazardous Material Indemnity Agreement (together with the “*Security Documents*,” the “*Loan Documents*”); and
- (IV) all future advances and all other indebtedness of Mortgagor to Mortgagee pursuant to the Loan Documents; in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Mortgagor, Mortgagor does hereby mortgage, grant, convey and assign to Mortgagee, its successors and/or assigns, all of Mortgagor’s right, title, and interest in the real estate located and legally described in Exhibit A attached hereto and made a part hereof (“*Real Estate*”) (subparagraphs (I) through (IV), inclusive, collectively defined as the “*Secured Indebtedness*”); and

TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, water rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i): proceeds of insurance in effect with respect to the Mortgaged Property (as hereinafter defined) and (ii) any and all awards, claims for damages, settlements and other compensation

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made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (which are pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the property including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not, and it is agreed that all similar apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate. (All of the foregoing, together with the Real Estate are referred to as the "*Mortgaged Property*").

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Mortgaged Property, that the Mortgaged Property is unencumbered except for Permitted Liens (as defined in the Covenant Agreement), and that Mortgagor will warrant and defend generally the title to the Mortgaged Property against all claims and demands, subject to Permitted Liens and any easements and restrictions listed in a schedule of exceptions to coverage in any title policy insuring Mortgagee's interest in the Mortgaged Property.

To have and to hold the Mortgaged Property unto the Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein. Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment of Principal and Interest/Incorporation of Bond Financing and Bond and Loan Agreement Terms/Incorporation of Recitals.** Mortgagor will promptly pay or cause to be paid when due all Secured Indebtedness. Mortgagor (as well as all other obligors, if any) shall promptly pay when due the principal of and interest on the Bond, indebtedness and obligations evidenced by the Bond and Bond and Loan Agreement as well as any Transaction Documents, and late charges provided in the Bond and Loan Agreement and all other sums secured by this Mortgage. The terms and provisions of the Bond and Loan Agreement are incorporated into this Mortgage by this reference as if the same were fully set forth herein. The terms of the Bond and Loan Agreement shall govern in the event of any inconsistency between the terms of this Mortgage and such Bond and Loan Agreement terms. To the extent not inconsistent herewith, the terms and provisions of the foregoing Recitals to this Mortgage also are hereby incorporated into and form a part of this Mortgage instrument.

Mortgagee agrees to purchase the Bond pursuant to the terms set forth in the Bond and Loan Agreement. Interest shall accrue on the Bond at the interest rate set forth in the Bond and Loan Agreement commencing and continuing on the dates set forth in the Loan Documents until the Secured Indebtedness is fully repaid. Interest on all funds shall accrue at the Default Rate subsequent to the occurrence of an Event of Default.

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2. **Affirmative Covenants.** Until all of the Secured Indebtedness shall have been fully paid, satisfied and discharged the Mortgagor shall:

(a) **Legal Requirements.** Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Mortgaged Property (the "*Legal Requirements*").

(b) **Impositions.** Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments (including any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Mortgaged Property (the "*Impositions*"). Upon request of the Mortgagee, the Mortgagor shall promptly deliver to the Mortgagee written evidence acceptable to the Mortgagee of such payment. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to (and possession of) the Mortgaged Property through foreclosure, deed-in-lieu or otherwise, as well as the termination of the Mortgage including, without limitation, by merger into a deed. Mortgagor shall be permitted to contest the Impositions pursuant to the terms of the Loan Documents.

(c) **Maintenance of Security.** Use, and permit others to use, the Mortgaged Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Mortgagee. The Mortgagor shall keep the Mortgaged Property in good condition and order and in a rentable and tenable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that, except as provided in the Loan Documents, no structural repairs, renewals or replacements shall be made without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Mortgagor shall not remove, demolish or alter the Mortgaged Property nor commit or suffer waste with respect thereto, nor permit the Mortgaged Property to become deserted or abandoned. The Mortgagor covenants and agrees not to take or permit any action with respect to the Mortgaged Property which will in any manner impair the security of this Mortgage or the use of the Mortgaged Property as set forth in the Loan Documents.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee from Mortgagor (or any other borrower or obligor) under the Bond and Loan Agreement secured thereby or this Mortgage shall be applied by Mortgagee first to costs, expenses and other sums expended by Mortgagee pursuant to the Transaction Documents then to any accrued and outstanding interest and then to principal and any other sums secured by this Mortgage in such order as Mortgagee, at Mortgagee's option, may determine; *provided, however*, that Mortgagee may, at Mortgagee's option, apply any sums payable pursuant

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to Paragraph 6 hereof in accordance therewith prior to interest on and principal of such Bonds and Bond and Loan Agreement.

4. **Permitted Encumbrances.** Except for the Permitted Liens, and liens incurred for specific assets which in aggregate equal no more than \$50,000, annually, Mortgagor may not, without the prior written consent of Mortgagee, incur any additional indebtedness or create or permit to be created or to remain, any mortgage, pledge, lien, lease, hypothecation, encumbrance or charge on, or conditional sale or other title retention agreement, with respect to the Mortgaged Property or any part thereof or income therefrom, other than the other Transaction Documents and the Permitted Liens.

5. **Mechanics' Liens; Other Liens.** Prior to the Mortgagor performing any construction or other work on or about the Mortgaged Property for which a lien could be filed against the Mortgaged Property, the Mortgagor shall enter into a written contract ("*Construction Contract*") with the contractor who is to perform such work, or materialman providing materials (each a "*Contractor*"), containing a provision whereby the Contractor shall, at the request of the Mortgagor or Mortgagee, verify in an affidavit in a form approved by the Mortgagee that all labor and materials furnished by the Contractor, including all applicable taxes, have been paid by the Contractor up to the date of such requested affidavit. Notwithstanding the foregoing, if mechanics' or other liens shall be filed against the Mortgaged Property purporting to be for labor or material furnished or to be furnished on behalf of the Mortgagor, or for any other reason relating to the acts or omissions of the Mortgagor, then the Mortgagor shall at its expense, cause such lien to be discharged of record by payment, bond or otherwise within thirty (30) days after the filing thereof. If the Mortgagor shall fail to cause such lien to be discharged of record within the thirty (30) day period, the Mortgagee may, in Mortgagee's sole discretion, cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and the Mortgagor shall, upon demand, reimburse the Mortgagee for all amounts paid and costs incurred in connection therewith including, without limitation, attorneys' fees and disbursements..

6. **Insurance.** The Mortgagor shall keep the Mortgaged Property continuously insured in the amount of and pursuant to the conditions set forth in the Covenant Agreement.

7. **Use, Preservation and Maintenance of Mortgaged Property.** Mortgagor will not commit waste or permit impairment or deterioration of the Mortgaged Property. Mortgagor will not allow, store, treat or dispose of Regulated Substances (as defined in Paragraph 27), nor permit the same to exist or be stored, treated or disposed of, from or upon the Mortgaged Property, except as previously disclosed in writing to the Mortgagee. Mortgagor will promptly restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Property which may become damaged or destroyed, provided Mortgagee permits the proceeds of Mortgagor's insurance to be applied toward such restoration and repair. Mortgagor will comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Mortgaged Property, including all environmental, health and safety laws and regulations, and will make no material alterations in the Mortgaged Property which would adversely affect the value of the Mortgaged Property without the prior written consent of

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Mortgagee, which consent shall not be unreasonably withheld. Mortgagor will not grant or permit any easements, licenses, covenants or declarations of use against the Mortgaged Property, except for the provision of utilities, cable and internet services to the Mortgaged Property.

8. **Rights of Mortgagee to Insurance Proceeds.** In the event of loss in excess of \$250,000, after consultation with the Mortgagor, the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact, which appointment is irrevocable and coupled with an interest, to endorse any draft therefor. If (a) (i) no Event of Default has occurred and is continuing and (ii) in the Mortgagee's good faith judgment, such work of repair and restoration can be completed in the ordinary course of business not later than four (4) months prior to the Maturity Date, all insurance proceeds shall be made available to the Mortgagor for repair and restoration of any of the Mortgaged Property and (b) an Event of Default has occurred and is continuing, all insurance proceeds may, at the Mortgagee's sole option, be applied to all or any part of the Secured Indebtedness and in any order (notwithstanding that such Secured Indebtedness may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as the Mortgagee may impose.

9. **Installments for Insurance, Taxes and Other Charges.** If at any time the Mortgagor is required to pay real estate taxes on the Mortgaged Property, upon the Mortgagee's request, the Mortgagor shall pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Mortgaged Property (the "**Escrow Charges**"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Mortgagee for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Mortgagee for any insurance premium or Imposition are exhausted, or if the Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Mortgagor shall promptly pay to the Mortgagee, upon demand, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Upon the occurrence of an Event of Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Secured Indebtedness due and payable in such order as the Mortgagee may deem fit, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

10. **Protection of Mortgagee's Security.** If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Bond and Loan Agreement, or the other Loan Documents, or if any action or proceeding is threatened or commenced which

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materially affects Mortgagee's interest in the Mortgaged Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including attorneys' fees, and take such action as it deems expedient or necessary to protect Mortgagee's interest, including: (a) making repairs; (b) paying, settling, or discharging tax liens, mechanics' or other liens; (c) procuring insurance; and (d) renting, operating and managing the Mortgaged Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Mortgaged Property shall be operational and usable for its intended purposes. Mortgagee, in making such payments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof. Any amounts disbursed by Mortgagee pursuant to this Paragraph 8 will be part of the Secured Indebtedness and will bear interest at the Default Rate. Nothing contained in this Paragraph 8 will require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee will never be considered a waiver of any right accruing to Mortgagee.

11. **Inspection of Mortgaged Property and Books and Records.** Subject to the rights of the tenants of the Mortgaged Property, Mortgagor will permit Mortgagee and its representatives and agents to inspect the Mortgaged Property from time to time during normal business hours and as frequently as Mortgagee requests upon reasonable prior notice. Mortgagor must keep and maintain full and correct books and records showing in detail the income and expenses of the Mortgaged Property. From time to time, Mortgagor will permit Mortgagee or its agents to examine and copy such books and records at its offices or at the address identified above upon reasonable prior notice. Mortgagee will maintain the confidentiality of the information so obtained, except that the Mortgagee may disclose the information hereof to its employees, consultants, attorneys, investors, consultants or advisors or as required by law or as required by an audit other regulatory requirements, or to other third parties to enforce its rights hereunder or under any of the Loan Documents.

12. **Condemnation.** The Mortgagor, immediately upon obtaining knowledge of any potential or threatened condemnation or taking, or upon the institution of any proceedings for the condemnation or taking, by eminent domain of any of the Mortgaged Property, shall notify the Mortgagee of such threat or the pendency of such proceedings. The Mortgagee may participate in any related negotiations or proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of condemnation proceedings or negotiations in lieu thereof in excess of \$250,000, is hereby assigned to and shall be received and collected directly by the Mortgagee. If (a) no Event of Default has occurred and is continuing and (i) the Mortgaged Property may be restored to substantially the same condition as prior to the condemnation and in the Mortgagee's good faith judgment, such work of repair and restoration can be completed in the ordinary course of business not later than four (4) months prior to the Maturity Date, then any award or compensation shall be applied to the repair and restoration of any of the Mortgaged Property under such terms and conditions as the Mortgagee may reasonably impose or (ii) the Mortgaged Property may not be restored to substantially the same condition as prior to the condemnation or the repair and restoration of the Mortgaged Property cannot be completed within the time period provided in clause(a)(i), then the entire

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award or compensation shall be applied to partially redeem the Bond and pay down the Bond Financing and (b) an Event of Default has occurred and is continuing, then any award or compensation shall be applied, at the Mortgagee's option, to any part of the Secured Indebtedness and in any order (notwithstanding that any of such Secured Indebtedness may not then be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as the Mortgagee may impose.

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

14. **Successors and Assigns Bound.** The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and assigns of Mortgagee and Mortgagor.

15. **Tax on Secured Indebtedness or Mortgage.** In the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts as to affect the Mortgage or the Secured Indebtedness, the entire unpaid balance of the Secured Indebtedness will, at the option of Mortgagee, after 60 days written notice to Mortgagor, become due and payable; provided, however, that if, in the opinion of Mortgagee's counsel, it is lawful for Mortgagor to pay such taxes, assessments or charges, or to reimburse Mortgagee therefore, then there will be no such acceleration of the time for payment of the unpaid balance of the Secured Indebtedness if a mutually satisfactory agreement for reimbursement, in writing, is executed by Mortgagor and delivered to Mortgagee within the period.

16. **Strict Performance.** Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or of the other Loan Documents will not be deemed to be a waiver of any of the terms or provisions of this Mortgage or of the other Loan Documents and Mortgagee will have the right thereafter to insist upon strict performance by Mortgagor.

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17. **Notice.** Except for any notice required under applicable law to be given in another manner, all communications provided for herein must be in writing and will be deemed to have been given or made when delivered personally, 3 business days after deposited in the United States mail (certified mail, postage prepaid) or one business day after deposited with a nationally recognized overnight courier (delivery prepaid), or upon receipt of a confirmation of a facsimile transmission, addressed as follows:

To Mortgagee: PNC Community Development Company, LLC
 1 North Franklin Street, Suite 2900
 Chicago, Illinois 60606
 Attention: Thurman Smith
 Telephone: (312) 214-2146
 Email: thurman.smith@pnc.com

With a copy to: Quarles & Brady LLP
 300 North LaSalle Street, Suite 4000
 Chicago, IL 60654
 Attention: Mary Ann Murray
 Telephone: (312) 715-2721
 Email: maryann.murray@quarles.com

To the Mortgagor: Oak Park Residence Corporation
 21 South Boulevard Oak Park, IL 60306
 Executive Director: Maria Saldaña
 Telephone: (708) 386-6061
 Email: msaldana@oakparkrc.com

With copy to: Applegate & Thorne - Thompson, P.C.
 440 South LaSalle Street, Suite 1900
 Chicago, IL 60605
 Attention: Nicholas Brunick
 Telephone: (312) 491-3328
 Email: nbrunick@att-law.com

18. **Governing Law; Venue; Invalidity of Certain Provisions.**

(a) The validity, enforcement and interpretation of this Mortgage will be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflicts of law principles, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. Mortgagor hereby irrevocably submits generally and unconditionally to the exclusive jurisdiction of any court having situs within the County of Cook, State of Illinois or the Federal District Court of the Northern District of Illinois, over any suit, action or proceeding arising out of or relating to this Mortgage. Mortgagor hereby irrevocable waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and

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any claim that any such court is an inconvenient forum. Nothing herein will affect the right of Mortgagee to serve process in any manner permitted by law or limit the right of Mortgagee to bring proceedings against Mortgagor in any other court or jurisdiction. This Mortgage will be construed and enforced according to the laws of the State of Illinois.

(b) The whole or partial invalidity, illegality or unenforceability of any provision hereof at any time, whether under the terms of then applicable law or otherwise, shall not affect (i) in the case of partial invalidity, illegality or unenforceability, the validity, legality or enforceability of the provision at that time except to the extent of the partial invalidity, illegality or unenforceability; or (ii) the validity, legality or enforceability of the provision at any other time or of any other provision hereof at that or any other time.

19. **Prohibitions on Transfer of the Mortgaged Property.** It is an Event of Default (as hereinafter defined) if Mortgagor creates, effects or consents to or suffers or permits any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, of the Mortgaged Property or any part of or interest in, except as otherwise provided in the Loan Documents, without the prior written consent of Mortgagee. Each of the foregoing is referred to as a "Prohibited Transfer." In the event Mortgagor requests that the Mortgagee consent to a transfer of the Mortgaged Property to a related entity controlled and owned by Mortgagor, provided that Mortgagor is not in default hereunder or under the terms of any of the Loan Documents, the Mortgagee's consent shall not be unreasonably withheld.

20. **Event of Default.** Each of the following constitutes an event of default ("*Event of Default*") under this Mortgage:

- (a) The occurrence of any "Event of Default" as defined and provided in the Bond and Loan Agreement or any other Loan Document; or
- (b) the occurrence of a Prohibited Transfer;

21. **Rights and Remedies of Mortgagee.** If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

(a) The Mortgagee may declare the entire unpaid principal balance of the Secured Indebtedness, together with all interest thereon, to be due and payable immediately.

(b) The Mortgagee may (i) institute and maintain an action on any instruments evidencing the Secured Indebtedness or any portion thereof, and (ii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys' fees.

(c) The Mortgagee shall have the right immediately or at any time thereafter to

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foreclose the lien of this Mortgage:

(1) Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of Mortgagee, in Mortgagee's sole and absolute discretion, appoint Mortgagee as a mortgagee-in-possession or appoint a receiver of the Mortgaged Property (a "Receiver") pursuant to the Illinois Mortgage Foreclosure Law, as amended (735 ILCS 5/15-1101, *et seq.*) (the "*Mortgage Foreclosure Act*"). Such appointment may be made either before or after sale, without choice; without regard to the solvency or insolvency, at the time of application for each Receiver, of the person or persons, if any, liable for the payment of the Secured Indebtedness; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such Receiver. Such Receiver shall have all powers and duties prescribed by the Mortgage Foreclosure Act, including the power to take possession, control and care of the Mortgaged Property and to collect all Rents (including, but not limited to, any delinquent Rents) thereof during the pendency of such foreclosure suit and apply all funds received toward the Secured Indebtedness, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor, its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such Receiver, would be entitled to collect such Rents and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted under any applicable Legal Requirements, such Receiver may take any action permitted to be taken by Mortgagee pursuant to any other Loan Document, extend or modify any then existing Leases and make new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons and other parties whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser or at any time thereafter.

(2) The court may, from time to time, authorize said Receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the Receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Secured Indebtedness, including without limitation the following, in such order of application as Mortgagee may, in its sole and absolute discretion, elect: (i) amounts due upon the Note and any other Loan Documents; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses incurred by Mortgagee, including costs and expenses of foreclosure and litigation upon the Mortgaged Property; (iv) insurance premiums, repairs, Impositions, and interest, penalties and costs, in connection with the Mortgaged Property; (v) any other encumbrance or lien upon the Mortgaged Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all costs, expenses, and

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monies advanced by Mortgagee to cure or attempt to cure any default by Mortgagor in the performance of any obligation or condition contained in any of the other Loan Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any of the other Loan Documents, with interest on such sums advanced at the Default Rate (as defined in the Note). The excess of the proceeds of sale, if any, shall then be paid to Mortgagor (or such other person or party as is applicable in accordance with applicable Legal Requirements).

(3) This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Mortgaged Property, as Mortgagee may elect, until all of the Mortgaged Property has been foreclosed against and sold. As part of the foreclosure, Mortgagee in its sole discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Mortgaged Property, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, parcels, or units, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable Legal Requirements. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers of the property so sold, in accordance with any applicable Legal Requirements, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, which appointment is coupled with an interest, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof.

(4) In the case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security interest, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by Mortgagor, with interest on such sums advanced at the Default Rate.

(d) The Mortgagee may, in its sole and absolute discretion, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Mortgaged Property or during any period of redemption, without regard to waste, adequacy of the security or solvency of Mortgagor revoke the privilege granted Mortgagor hereunder to collect the Rents, and may, at its option, without notice: (i) enter and take actual possession of the Mortgaged Property, the Rents and the Leases or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) as attorney-in-fact or agent of Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property, the Rents, and the

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Leases and conduct the business, if any, thereof (including entering into new leases of the Mortgaged Property, or any part thereof, under such terms and conditions as Mortgagee, in its sole and absolute discretion, may elect) either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and the Leases (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease for any cause or on any ground which would entitle Mortgagor to cancel the same; (v) elect to disaffirm any Lease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property that, in its reasonable discretion, may seem appropriate; (vii) insure and reinsure the Mortgaged Property for all risks incidental to Mortgagee's possession, operation and management thereof; (viii) perform such other acts in connection with the management and operation of the Mortgaged Property, as Mortgagee in its sole discretion may deem necessary or desirable, (ix) collect any or all of the Rents, including any Rents past due and unpaid, (x) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (xi) enforce any obligation of any tenant of any of the Mortgaged Property. The Mortgagee may exercise any right under this Section 21(d), whether or not the Mortgagee shall have entered into possession of any of the Mortgaged Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Mortgaged Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Mortgaged Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(e) Mortgagor hereby grants Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein and in every other Loan Document, at any and all times after any Event of Default without notice to Mortgagor or any other person or other party. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may, in its sole and absolute discretion, determine: (i) to the payment of the operating expenses of the Mortgaged Property, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of Impositions, costs, expenses, and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property, and of placing the Mortgaged

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Property in such condition as will, in the judgment of Mortgagee, make it readily rentable or saleable; (iii) to the payment of any Secured Indebtedness; and (iv) to the payment of any other cost or expense required or permitted hereunder.

(f) The exercise of any of Mortgagee's rights pursuant to Section 21, the taking possession by Mortgagee as a mortgagee-in-possession, the appointment of a Receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default hereunder or invalidate any act done pursuant to said notice, nor in any way operate to prevent Mortgagee from pursuing any remedy which now or hereafter it may have under the terms and conditions of this Mortgage, the other Loan Documents, or any other instruments securing the same. The rights and powers of Mortgagee hereunder shall remain in full force and effect both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto and until expiration of the period of redemption for said sale. The purchaser at any foreclosure sale, including Mortgagee, shall have the right at any time and without limitation, to advance money to any Receiver to pay any part or all of the items which the Receiver would otherwise be authorized to pay if cash were available from the Mortgaged Property and the sum so advanced, with interest at the Default Rate, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

(g) It is the intention of the parties that this Mortgage shall confer upon Mortgagee the fullest rights, remedies and benefits available under applicable Legal Requirements. Mortgagee may take any of the actions referred to in this Section 21 irrespective of and without regard to the adequacy of the security for the Secured Indebtedness.

(h) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Act, the provision of the Mortgage Foreclosure Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Mortgage Foreclosure Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Mortgage Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Mortgage Foreclosure Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Mortgage Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by the applicable Legal Requirements.

(i) Mortgagee may exercise from time to time any rights, powers and remedies available to it under the applicable UCC and as may be provided in this Mortgage and any other Loan Document. Mortgagor shall, promptly upon request by Mortgagee, assemble the Mortgaged Property other than the Land and Improvements ("*Other Collateral*") and make it available to Mortgagee at such place or places, as Mortgagee shall designate. Any notification of intended disposition required by any Legal Requirement or with respect to any Other Collateral

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shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Without limiting the generality of the preceding sentences of this Section 21(i), Mortgagee may, with respect to so much of the Other Collateral as is personal property under applicable Legal Requirements, to the fullest extent permitted by applicable Legal Requirements, without further notice, advertisement, hearing or process of law of any kind: (i) notify any person or other party obligated on the Other Collateral to perform directly for Mortgagee its obligations thereunder; (ii) enforce collection of any of the Other Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto; (iii) endorse any checks, drafts or other writings in the name of Mortgagor to allow collection of the Other Collateral; (iv) take control of any proceeds of the Other Collateral; (v) enter upon any Mortgaged Property where any of the Other Collateral may be located and take possession of and remove such Other Collateral; (vi) sell any or all of the Other Collateral, free of all rights and claims of Mortgagor therein and thereto, at any public or private sale; and (vii) bid for and purchase any or all of the Other Collateral at any such sale. Any proceeds of any disposition by Mortgagee of any of the Other Collateral may be applied by Mortgagee to the payment of expenses in connection with the Other Collateral, including attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by Mortgagee toward the payment of such of the Secured Indebtedness and in such order of application determined by Mortgagee, and any excess shall be paid to Mortgagor or other secured parties, as their interests may appear. Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Note and other Loan Documents and, to the fullest extent permitted by applicable Legal Requirements, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by Mortgagee of any of its rights and remedies hereunder. Mortgagor hereby appoints Mortgagee its attorney-in-fact with full power of substitution to take possession of the Other Collateral upon any Event of Default and, as Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by Mortgagee to accomplish the disposition of the Other Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Secured Indebtedness are outstanding.

22. **Assignment of Leases and Rents.** In order to further secure payment of the Secured Indebtedness and the observance, performance and discharge of the Secured Indebtedness, Mortgagor hereby absolutely and irrevocably assigns and transfers to Mortgagee and grants Mortgagee a security interest in all of Mortgagor's right, title and interest in, and to all present and future leases affecting the Mortgaged Property (collectively, "*Leases*") and all rents, income, receipts, revenues, issues, avails and profits from or arising out of the Mortgaged Property (collectively, "*Rents*"), subject only to the Permitted Liens. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact, with the right, at Mortgagee's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Mortgagor's or Mortgagee's name, for all Rents after the occurrence and during the continuance of an Event of Default. Notwithstanding the foregoing assignment of Leases and Rents, so long as no Event of Default has occurred which remains uncured, Mortgagor has license to collect Rents (such license to be deemed revoked upon the occurrence of an Event of Default) provided that the existence or exercise of such right of Mortgagor does not operate to

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subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any subsequent assignment by Mortgagor shall be subject to the rights of the Mortgagee hereunder. This Assignment may not be deemed or construed to constitute Mortgagee as a mortgagee in possession nor obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability. Exercise of any rights under this Paragraph and the application of the Rents to the Secured Indebtedness shall not cure or waive any Event of Default.

If Mortgagor, as Lessor, neglects or refuses to perform and keep all of the covenants and agreements contained in the Lease or Leases, then Mortgagee may perform and comply with any such Lease covenants and agreements. All related costs and expenses incurred by the Mortgagee will become a part of the Secured Indebtedness and will be due and payable upon demand by Mortgagee with interest thereon accruing thereafter at the Default Rate.

23. **Release.** Upon payment of all Secured Indebtedness, Mortgagee will release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor will be responsible for recording the release, including all related costs of recordation.

24. **Security Agreement.** Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Illinois Uniform Commercial Code, 810 ILCS 5/1-101 et seq., as in effect from time to time (herein called the "Code") with respect to all fixtures, appliances, equipment, and furniture of every nature, and all replacements, substitutions, accessions, extensions, additions, improvements, betterments and renewals to any of the foregoing, and all proceeds thereof, now or hereafter located on the Mortgaged Property as set forth in the description of the Mortgaged Property above (as those terms are defined in the Code), including but not limited to the air-conditioning, heating, gas, water, power, light, and ventilation systems which are presently located at the Mortgaged Property, and with respect to all funds and other sums which may be deposited with Mortgagee pursuant hereto (all for the purposes of this paragraph called "*Collateral*"), and Mortgagor hereby grants to Mortgagee a security interest in the Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Property. This Mortgage is a self-operative security agreement but Mortgagor agrees to execute and deliver on demand security agreements, financing statements, control agreements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property and authorizes Mortgagee to execute and file the same on behalf of Mortgagor. Mortgagee will have all the rights and remedies in addition to those specified herein of a secured party under the Code. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least 10 days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

25. **Disbursements/Additional Advances.** No disbursement of the Bond proceeds shall be made by Mortgagee to Mortgagor at any time unless:

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(a) all conditions to that disbursement have been satisfied, including, without limitation, performance of all of the then pending obligations of Mortgagor under the Loan Documents;

(b) no Event of Default has occurred under this Mortgage, or under any Loan Document, and no event, circumstance or condition has occurred or exists which, with the passage of time or the giving of notice, would constitute an Event of Default under this Mortgage, or under the Loan Documents;

(c) no litigation or proceedings are pending or threatened (including proceedings under Title 11 of the United States Code) against Mortgagor or the Project, which litigation or proceedings, in the sole and exclusive judgment of Mortgagee, is material;

(d) all representations and warranties made by Mortgagor to Mortgagee herein and otherwise in connection with the Bond Financing continue to be accurate.

This Mortgage is given to secure not only presently existing Secured Indebtedness under the Loan Documents, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee or otherwise pursuant to the terms of the Loan Documents, as are made within 20 years from the date hereof, 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 secured hereby outstanding at the time any advance is made. The lien of this Mortgage will be valid as to the Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's office of the county in which the Mortgaged Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that the Mortgagee, may, but is not obligated to, make under this Mortgage, the Loan Documents, or any other document with respect thereto) at any one time outstanding may be substantially less but shall not exceed the principal amount of the Secured Indebtedness, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Mortgaged Property and interest on such disbursements, and all disbursements by Mortgagee pursuant to 735 ILCS 5/15-1302(b)(5) (all such Secured Indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage will be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

26. **Business Financing.** The Mortgagor represents and warrants that the Bond Financing evidenced by the Bond and Loan Agreement secured hereby is for use for business purposes within the purview of Section 205(4)(1)(c) of Chapter 815 of the Illinois Compiled Statutes and is likewise an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. Section 1601 et seq.

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27. Environmental Matters.

(a) For purposes of this Section 27, the term “*Environmental Laws*” shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term “*Regulated Substances*” shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term “*Contamination*” shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Mortgagor represents and warrants that, except as disclosed in the reports listed on Exhibit B to the Environmental Indemnity Agreement: (i) that no Contamination is present at, on or under the Mortgaged Property and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Mortgaged Property have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Mortgaged Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Mortgaged Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.

(c) The Mortgagor shall ensure, at its sole cost and expense, that the Mortgaged Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Mortgaged Property, or any governmental or third party claims relating to the environmental condition of the Mortgaged Property or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Mortgaged Property, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor’s business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Mortgaged Property. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Mortgaged Property.

(d) The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee, its successors and assigns and Affiliates (the “*Indemnified Parties*”) harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys’, consultants’ and contractors’ fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee or any Indemnified Party may suffer or incur (including as holder of the Mortgage,

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as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Mortgaged Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this Section 27; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Mortgaged Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Mortgaged Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Mortgaged Property; provided, that, that Mortgagor shall not have any obligation hereunder to any Indemnified Party with respect to matters (x) caused by or resulting from the willful misconduct or gross negligence of any Indemnified Party, as determined by a final non-appealable judgment of a court of competent jurisdiction or (y) arises solely from the actions of any Indemnified Party taken after an Indemnified Party has taken title to, or exclusive possession of the Property (as evidenced by a court order appointing a receiver on behalf of such Indemnified Party for the Property and/or a court order appointing such Indemnified Party as mortgagee in possession) (the "Transfer Date"), provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Property, which condition was not caused by an Indemnified Party and which existed as of Transfer Date.

28. **Compliance with Illinois Mortgage Foreclosure Law.** If any provision in this Mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Act the provisions of the Mortgage Foreclosure Act will take precedence over the Mortgage provisions, but will not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Mortgage Foreclosure Act. If any Mortgage provision grants to Mortgagee any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Mortgagee under the Mortgage Foreclosure Act in the absence of the provision, Mortgagee will be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Mortgage Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 21 of this Mortgage, will be added to the Secured Indebtedness secured by this Mortgage or by the judgment of foreclosure.

29. **Credit Agreements Act; Changes in Writing.** Mortgagor expressly agrees that for purposes of this Mortgage and the other Loan Documents: (i) this Mortgage and the other Loan Documents shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the "Credit Agreement Act"); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Mortgage and the Note; and (iii) any action on or in any way related to this Mortgage and each other Loan Document shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the

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Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

30. **Further Acts.** If required by the Mortgagee, the Mortgagor will execute all documentation reasonably necessary for the Mortgagee to obtain and maintain perfection of its liens and security interests in the Mortgaged Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring or confirming unto the Mortgagee the Mortgaged Property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee under this Mortgage or the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this section.

31. **Protective Advances.** (a) All advances, disbursements and expenditures made by the Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage (the "Security Instrument") or by the Mortgage Foreclosure Act (collectively, "Protective Advances"), shall have the benefit of all applicable provisions of the Mortgage Foreclosure Act, including those provisions of the Mortgage Foreclosure Act hereinbelow referred to:

(i) all advances by the Mortgagee in accordance with the terms of this Security Instrument to: (a) preserve or maintain, repair, restore or rebuild the Mortgaged Property; (b) preserve the lien of this Security Instrument or the priority thereof; or (c) enforce this Security Instrument, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Mortgage Foreclosure Act;

(ii) payments by the Mortgagee of: (a) when due, installments of principal, interest or other obligations in accordance with the terms of any mortgage or other prior lien or encumbrance; (b) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (c) other obligations authorized by this Security Instrument; or (d) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Mortgage Foreclosure Act;

(iii) advances by the Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

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(iv) attorneys' fees and other costs incurred: (a) in connection with the foreclosure of this Security Instrument as referred to in Sections 5/15-1504 (d) (2) and 5/15-1510 of the Mortgage Foreclosure Act; (b) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Security Instrument or arising from the interest of the Mortgagee hereunder; or (c) in the preparation for the commencement of defense of any such foreclosure or other action;

(v) the Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b) (1) of Section 5/15-1508 of the Mortgage Foreclosure Act;

(vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Security Instrument;

(vii) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Mortgage Foreclosure Act;

(viii) expenses incurred and expenditures made by the Mortgagee for any one or more of the following: (a) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (b) if any interest in the Mortgaged Property is a leasehold estate under a lease, rentals or other payments required to be made by the lessee under the terms of such lease; (c) premiums for casualty and liability insurance paid by the Mortgagee whether or not the Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or Mortgagee takes possession of the Mortgaged Property imposed by Subsection (c) (1) of Section 5/15-1704 of the Mortgage Foreclosure Act; (d) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (e) payments required or deemed by the Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining landowners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (f) shared or common expense assessment payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (g) if the indebtedness hereby secured includes amounts advances as a construction loan, costs incurred by the Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment or loan agreement; and (h) pursuant to any lease or other agreement for occupancy of the Mortgaged Property.

(b) All Protective Advances shall be so much additional indebtedness secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate applicable after an Event of Default.

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(c) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b) (1) of Section 5/15-1302 of the Mortgage Foreclosure Act.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Mortgage Foreclosure Act, apply to and be included in:

(i) the determination of the amount of indebtedness secured by this Security Instrument at any time;

(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if the right of redemption has not been waived by this Security Instrument, computation of the amount required to redeem, pursuant to Subsections (d) (2) and (e) of Section 5/15-1603 of the Mortgage Foreclosure Act;

(iv) the determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Mortgage Foreclosure Act;

(v) the application of income in the hands of any receiver or lender in possession; and

(vi) the computation of any deficiency judgment pursuant to Subsections (b) (2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Mortgage Foreclosure Act.

32. **Reserved.**

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

34. **Indemnity, Costs and Expenses.** If at anytime or times hereafter Mortgagee: (a) employs counsel for advice or other representation, (i) to represent Mortgagee in any litigation,

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arbitration, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, arbitration, contest, dispute, suit or proceeding (whether instituted by Mortgagee, Mortgagor or any other person) in any way or respect relating to the Mortgaged Property, the Bond, the Bond and Loan Agreement, or the Loan Documents, or (ii) to enforce any rights of Mortgagee against Mortgagor or any other person which may be obligated to Mortgagee by virtue of this Mortgage or the Loan Documents, including, without limitation, any obligor; (b) takes any action with respect to administration of the Mortgagor's obligations hereunder or under the Loan Documents or to protect, collect, sell, liquidate or otherwise dispose of the Mortgaged Property; and/or (c) attempts to or enforces any of Mortgagee's rights or remedies under this Mortgage, the Bond and Loan Agreement or the Loan Documents, including, without limitation, Mortgagee's rights or remedies with respect to the Mortgaged Property, the reasonable costs and expenses incurred by Mortgagee in any manner or way with respect to the foregoing, shall be part of the Mortgagor's obligations hereunder, payable by Mortgagor to Mortgagee within thirty (30) days of demand unless Mortgagor is the prevailing party in an action between Mortgagor and Mortgagee.

35. Certain Waivers.

(a) The Mortgagor hereby waives and releases all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshalling in the event of any sale hereunder of the Mortgaged Property, and, unless specifically required herein, all notices of the Mortgagor's default or of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document.

(b) Mortgagor voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate or residential real estate (each as defined in the Mortgage Foreclosure Act). Mortgagor, on behalf of itself and all persons or other parties now or hereafter interested in the Mortgaged Property or the Other Collateral, to the fullest extent permitted by applicable Legal Requirements hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Secured Indebtedness secured by this Mortgage, and Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Mortgaged Property. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Without limiting the foregoing, Mortgagor, on its own behalf and on behalf of each and every person or other party acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, hereby

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irrevocably waives pursuant to 735 ILCS 5/15 1601 et seq. of the Mortgage Foreclosure Act any and all rights of reinstatement (including, without limitation, all rights of reinstatement provided for in 735 ILCS 5/15 1602) or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage (including, without limitation, all rights of redemption provided for in 735 ILCS 5/12 122 *et seq.* and 735 ILCS 5/15 1603) or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for any of the Secured Indebtedness marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

36. **Governing Law and Jurisdiction.** This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE APPLICABLE MORTGAGED PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE APPLICABLE MORTGAGED PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee's office indicated above is located; provided that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.

37. **Authorization to Obtain Credit Reports.** By signing below, each Mortgagor who is an individual provides written authorization to the Mortgagee or its designee (and any assignee or potential assignee hereof) authorizing review of the Mortgagor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Secured Indebtedness and/or this Mortgage and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

38. **Change in Name or Locations.** The Mortgagor hereby agrees that if the location of any of the Mortgaged Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name

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in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or changes.

39. **No Merger.** It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

40. **WAIVER OF JURY TRIAL.** TO THE EXTENT NOT PROHIBITED BY LAW, MORTGAGOR DOES HEREBY WAIVE ANY RIGHT TO A TRIAL JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OF THE MORTGAGEE UNDER THIS MORTGAGE, THE BOND AND LOAN AGREEMENT OR ANY OF THE LOAN DOCUMENTS, OR RELATING THERETO OR ARISING THEREFROM AND AGREE THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.


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

[Signature Page Follows]

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed, all as of the day and year first above written.

OAK PARK RESIDENCE CORPORATION
an Illinois not for profit corporation

By: 
Name: Maria Saldaña
Its: Executive Director

Property of Cook County Clerk's Office

[Signature Page to Mortgage, Assignment of Leases and Rents, and Security Agreement
(including a UCC Financing Statement)]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Gardenia L. Parham, a Notary Public in and for the County and State aforesaid, do hereby certify that Maria Saldaña, to me known, who declared and acknowledged that she is the Executive Director of Oak Park Residence Corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of November, 2016.



Gardenia L. Parham
Notary Public
Printed Name: Gardenia L. Parham
Commission expires: 7/11/20

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EXHIBIT A

***PARCEL 1: LOTS 1 TO 4, INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF THAT PART OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF THE DUMMY TRACK RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-08-304-015-0000, vol. 142

Affects: Lots 2, 3 and 4 of Parcel 1

PERMANENT REAL ESTATE INDEX NO. 16-08-304-016-0000, vol. 142

Affects: Lot 1 of Parcel 1

37-49 South Boulevard and 103-111 South Humphrey Avenue, Oak Park, Illinois

PARCEL 2: LOTS 1, 2 AND 3 IN BLOCK 36 IN VILLAGE OF RIDGELAND, A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF SECTION 7 AND THE NORTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-08-123-011-0000, vol. 142

3-5 and 3-11 Ontario Street and 470-492 North Austin Boulevard, Oak Park, Illinois

PARCEL 3: LOT 16 AND THE SOUTH 10.00 FEET OF LOT 17 IN BLOCK 1 IN SCHREVE'S SUBDIVISION OF THAT PART OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY, SAID LOT 16 BEING ALSO DESCRIBED AS THE TRACT OF LAND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 17 AFORESAID, AND NORTH OF THE NORTH LINE OF PLEASANT STREET, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-08-305-023-0000, vol. 142

302 North Austin Boulevard, Oak Park, Illinois

PARCEL 4: LOTS 1 AND 2 (EXCEPT THE SOUTH 40 FEET) IN BLOCK 4 IN THE SUBDIVISION OF THAT PART OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THE RIGHT OF WAY OF THE NORTH LINE OF DUMMY RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-08-311-009-0000, vol. 142

234 North Austin Boulevard, Oak Park, Illinois

PARCEL 5: THE NORTH 76 FEET OF LOT 1 IN BLOCK 11 IN JOHN JOHNSTON JR.'S ADDITION TO AUSTIN, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-05-325-011-0000, vol. 138

41-47 Iowa Street and 543-545 North Humphrey Avenue, Oak Park, Illinois

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PARCEL 6: LOTS 9 AND 10 IN BLOCK 1 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-17-307-001-0000, vol. 143
17-21 Harrison Street and 906-908 South Humphrey Avenue, Oak Park, Illinois

PARCEL 7: LOTS 1, 2, 3 AND 4 IN BLOCK 2 IN AUSTIN PARK, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-17-306-003-0000, vol. 143
27-35 Harrison Street and 905-911 South Humphrey Avenue, Oak Park, Illinois

PARCEL 8: LOT 12 IN BLOCK 1 IN HOOKER'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-05-307-034-0000, vol. 138
2-12 Thomas Street and 1100-1102 North Austin Boulevard, Oak Park, Illinois

PARCEL 9: LOTS 1 AND 2 IN BLOCK 3 IN AUSTIN PARK, A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 16-17-305-003-0000, vol. 143
101-105 Harrison Street and 905-911 South Lyman Avenue, Oak Park, Illinois

Proprietor Cook County Clerk's Office