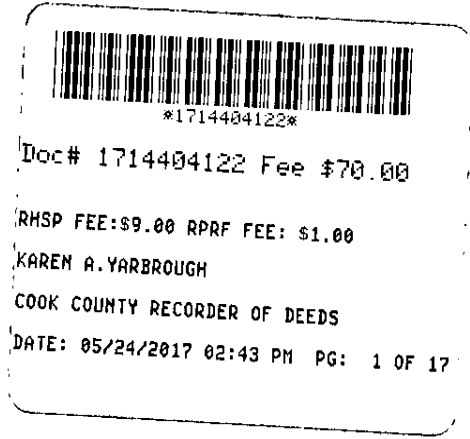


Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

FIRST AMERICAN TITLE
FILE # 2840257

Report Mortgage Fraud
800-532-8785



The property identified as: PIN: 20-05-302-011-0000

Address:

Street: 4330 South Racine

Street line 2:

City: Chicago

State: IL

ZIP Code: 60609

Lender: Wintrust Bank

Borrower: Racine Partners 4330. LLC

Loan / Mortgage Amount: \$6,800,000.00

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

S Y
P 17
S A
SC V
INT 18

Certificate number: 528D5F2E-5C42-4B77-93B8-D3411DD79806

Execution date: 5/19/2017

UNOFFICIAL COPY**FIRST AMERICAN TITLE****FILE #** 2040257This Instrument Prepared By
and After Recording Return To:

204370
 Andrew M. Gammill, Esq.
 DINSMORE & SHOHL LLP
 191 W. Nationwide Blvd., Suite 300
 Columbus, Ohio 43215

Permanent Tax Parcel: _____

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This **MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING** ("Mortgage"), made this 19th day of May, 2017, by **RACINE PARTNERS 4330, LLC**, an Illinois limited liability company, whose mailing address is 1555 W. 44th Street, Chicago, Illinois 60609 ("Mortgagor"), in favor of **WINTRUST BANK**, an Illinois corporation, whose mailing address is 231 South LaSalle Street, 2nd Floor, Chicago, Illinois 60604 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee has this date made a loan to Mortgagor in the face amount of \$3,400,000.00 (the "Loan"), pursuant to that certain Credit Agreement between Mortgagor and Mortgagee of even date herewith ("Loan Agreement"). The Loan is evidenced by a Term Note of even date herewith from Mortgagor in favor of Mortgagee in the amount of the Term Note (the "Note"). Wherever the term Loan Document is used herein, it shall have the meaning of Loan Document as set forth in the Loan Agreement. The maximum amount of unpaid loan indebtedness secured hereby shall be Six Million Eight Hundred Thousand Dollars (\$6,800,000.00), exclusive of interest thereon, unpaid balances of advances made with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Mortgaged Premises and other costs which Mortgagee is authorized by this Mortgage or any other loan document to pay on Mortgagor's behalf, all of which shall be secured by this Mortgage.

NOW, THEREFORE, to secure the payment, performance and observance of all of the covenants and conditions in the Note and Loan Documents and any extensions or renewals

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thereof, as they may be modified, amended or supplemented at any time and from time to time, and in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, Mortgagor does hereby execute and deliver this Mortgage, and hereby grants, bargains, sells, mortgages and warrants, encumbers, releases, conveys, assigns, transfers, hypothecates, pledges, sets over, and grants a security interest unto Mortgagee, its successors and assigns forever, all of the estate, title and interest of Mortgagor in and to the following:

(a) Land. Any and all present estates or interest of Mortgagor in the real property described on Exhibit A attached hereto and made a part hereof and incorporated herein by reference, together with all Mortgagor's rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, minerals (including but not limited to coal), gas and oil rights, all as-extracted collateral (as such term is defined in the Uniform Commercial Code as in effect in the State in which the Land is located), and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

(b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(c) Personal Property. All equipment, chattels, goods, machinery, inventory, furniture, fixtures, building and other materials, supplies and other tangible personal property of every nature now owned or hereafter acquired by Mortgagor and located on or used, intended for use, or usable in the construction, development and operation of the Land and Improvements, together with all accessories thereto, replacements and substitutions therefor and proceeds thereof, including, without limitation, any such property which may be deemed fixtures under the Uniform Commercial Code (collectively, the "Personal Property");

(d) Insurance Proceeds. All proceeds in respect of the Land Improvements and Personal Property under any insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the same;

(e) Condemnation Awards. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Land, Improvements and Personal Property by reason of condemnation, whether from the exercise of the right of eminent domain including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right, or for a change of grade, or for any other injury to or decrease in the value of the same;

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(f) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Land, Improvements and Personal Property as a result of tax certiorari or any applications or proceedings for reduction;

(g) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Land, Improvements and Personal Property and to commence any action or proceeding to protect the interest of Mortgagee in the same;

(h) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof, and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(i) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the foregoing including, without limitation, all cash, checks, drafts, certificates, securities investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(j) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in subsections (a) through (i) above.

(Hereinafter the items set forth in subsections (a) and (b) above shall collectively be referred to as the "Mortgaged Premises", and the items set forth in subsections (c) through (j) above shall collectively be referred to as the "Collateral".)

TO HAVE AND TO HOLD the Mortgaged Premises and Collateral, and all other properties hereinabove granted to Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Mortgagee the principal, interest and other charges provided in the Note and this Mortgage and the other Loan Documents, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note and in this Mortgage expressed and the other Loan Documents to be kept, performed and observed, then the Mortgaged Premises and the Collateral hereby granted, bargained, sold, remised, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, determine and be void but shall otherwise remain in full force and effect.

AND, Mortgagor covenants and agrees with Mortgagee that:

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ARTICLE I. PARTICULAR COVENANTS OF MORTGAGOR

1.1 Performance of Note and Mortgage and the other Loan Documents. Mortgagor will perform, observe and comply with all provisions of the Note and this Mortgage and the other Loan Documents secured hereby and will duly and timely pay, without relief from any valuation or appraisal law, to Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by Mortgagor pursuant to the provisions of the Note and this Mortgage and the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.2 Warranties and Representations. Mortgagor hereby covenants with and represents and warrants to Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Premises in fee simple; that Mortgagor has full power and lawful right to convey the same as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Premises and every part thereof; that Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Premises and Mortgagee, as may be reasonably required; that the Mortgaged Premises is not subject to any liens in favor of any private or governmental entity; and that Mortgagor does hereby fully warrant the title to the Mortgaged Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever, except for those matters set forth on the title commitment previously delivered to Mortgagee and as approved by Mortgagee.

1.3 Real Estate Taxes, Assessments and Personal Property Taxes.

(a) Upon any Event of Default hereunder, Mortgagor shall upon demand pay to Mortgagee on the day monthly installments of interest or monthly installments of principal and interest are payable under the Note, until the Loan is paid in full, a sum equal to one-twelfth (1/12th) of the yearly real estate taxes and assessments which may attain priority over this Mortgage, all as estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof ("Funds").

The Funds shall be held by Mortgagee and Mortgagee shall apply the Funds to pay said taxes and assessments as and when they shall be due and payable. No interest shall be paid on the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes and assessments as they fall due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency within fifteen (15) days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof. Upon payment in full of the Loan, all Funds then held by Mortgagee shall be returned to Mortgagor.

(b) Except as provided in (a) above, Mortgagor shall pay when due according to law, all taxes, assessments and other charges which are now due or may hereafter be imposed or assessed against the Mortgaged Premises and the Collateral. Upon reasonable request, Mortgagor will promptly send to Mortgagee receipts for the payment

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of all such taxes, assessments and other charges. Upon the failure of Mortgagor to promptly pay such taxes, assessments and other charges, Mortgagee shall have the option to pay and discharge same without notice to Mortgagor. Any sums so expended by Mortgagee shall at once become an indebtedness of Mortgagor and shall be due and payable by Mortgagor with interest as provided in the Note after default, which sums shall thereupon become secured by this Mortgage.

1.4 Other Taxes, Liens and Utility Charges. Mortgagor will pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly exhibit to Mortgagee, upon reasonable request, receipts for the payment of all taxes, assessments, water and sewer charges, dues, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Premises and the Collateral, or any part thereof, or upon the interest of Mortgagor in the Mortgaged Premises (other than any of the same for which provision has been made in Paragraph 1.3 of this Article I), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any State, county, municipality or other taxing authority upon Mortgagor in respect of the Mortgaged Premises and the Collateral or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Premises and the Collateral prior to or equal to the lien of the Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Premises and the Collateral or any part thereof.

1.5 Prohibition Against Liens. Mortgagor will not suffer any mechanic's, laborer's, statutory or other liens, or any mortgage or other lien which might or could be prior to, equal to, or subordinate to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Premises.

1.6 Insurance. Mortgagor will, at its expense, keep the Mortgaged Premises and the Collateral owned by it, adequately insured at all times against such risks as are customarily insured against by entities engaged in similar businesses. Without limiting the foregoing, Mortgagor will (a) keep the Mortgaged Premises and the Collateral fully insured against fire, theft and extended coverage risks (all hazards included within the term "all risks coverage"), and if the Mortgaged Premises are determined to be in a flood plain or flood prone area, flood insurance, in an amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable insurance policies and in any event not less than one hundred percent (100%) of the full replacement value (actual replacement value without deduction for physical depreciation, but exclusive of the cost of excavation, footings, foundation and underground utilities) thereof; provided, however, in no event less than the then outstanding principal amount of the Note; (b) maintain all such workers' compensation or similar insurance as may be required by law, (c) maintain rental interruption insurance coverage equal to or greater than twelve (12) months of income from the Mortgaged Premises and Collateral; (d) maintain personal property insurance in an amount as Mortgagee shall from time to time require; and (e) maintain general public liability insurance in respect of the Mortgaged Premises and the Collateral against claims for personal and bodily injury, death or property damage occurring, in or about the Mortgaged Premises and the Collateral and liability insurance covering the operations of Mortgagor conducted on or about the Mortgaged Premises and the Collateral in an

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amount as is acceptable to Mortgagee. All policies of insurance shall be placed with insurance companies satisfactory to Mortgagee and shall have attached thereto the standard form of Mortgagee clause, without contribution, in favor of Mortgagee and be delivered to and be held by Mortgagee, which policy shall provide that no cancellation, modification, termination or lapse thereof shall be effective until at least thirty (30) days after receipt by Mortgagee of written notice thereof. This Mortgage shall operate as an assignment to Mortgagee of said policies, whether delivered or not. Mortgagor shall provide evidence of fully paid insurance policies at least fifteen (15) days prior to the expiration date of any insurance policy(ies). Upon the failure of Mortgagor to provide the aforesaid insurance, Mortgagee shall have the option (but not the duty) to procure and maintain such insurance or a mortgagee interest policy without notice to Mortgagor. Any sums so expended by Mortgagee shall at once become indebtedness owing from Mortgagor to Mortgagee and shall immediately become due and payable by Mortgagor with interest thereon, to the extent legally enforceable. If Mortgagee acquires title to the Mortgaged Premises by foreclosure proceedings or otherwise, any unearned premiums on any hazard insurance covering the Mortgaged Premises are hereby assigned to and shall belong to Mortgagee. If at any time during the term of this Mortgage, any insurance policies shall be cancelled and returned premiums available, these returned premiums shall be retained by Mortgagee to the extent required to reimburse Mortgagee for any sums advanced by Mortgagee to purchase insurance required by this Section and the balance may be used by Mortgagee to satisfy any other defaults by Mortgagor hereunder. Any rights of Mortgagee to any insurance proceeds shall in no way be affected or impaired by reason of the fact that Mortgagee may have instituted foreclosure proceedings hereunder. Upon an Event of Default hereunder and demand by Mortgagee, Mortgagor shall pay to Mortgagee an amount each month equal to one-twelfth (1/12th) of the annual premium due for all such insurance. Such payment shall be added to the Funds (as provided in Section 1.3 hereof) and be applied to pay such insurance premiums when they shall become due and payable.

1.7 Distribution of Insurance Proceeds.

(a) Total Loss. In the event of any total loss (75% or more), of the full replacement value of the then Mortgaged Premises and Collateral not previously released from this Mortgage, Mortgagor shall give immediate written notice to Mortgagee, and Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Any proceeds received from any policy of insurance shall be due Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to Mortgagor. Should said proceeds be less than the balance due on the Note, any deficiency shall be paid by Mortgagor to Mortgagee within sixty (60) days of demand by Mortgagee. Each insurance carrier is hereby authorized and directed to make payment for such loss to Mortgagor and Mortgagee jointly. Mortgagee's right to payment of insurance proceeds shall exist whether or not any such loss results in any impairment to the security of Mortgagee.

(b) Partial Loss. In the event of any partial loss under any of said policies of insurance covering the Mortgaged Premises and the Collateral where such loss is less than 75% of the full replacement value of the then Mortgaged Premises and Collateral not

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previously released from this Mortgage, Mortgagor shall give immediate written notice to Mortgagee, and Mortgagee may, but is not obligated to, make proof of loss if not made promptly by Mortgagor. Any proceeds received from any policy of insurance shall be paid to Mortgagee and applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage, provided, however, if (i) Mortgagor desires to restore the Mortgaged Premises and Collateral to its prior good condition, (ii) Mortgagor is not in default hereunder, (iii) the Term Loan to value ratio of the Mortgaged Premises and Collateral as restored will not be more than 75% (as may be determined by independent appraisal satisfactory to Mortgagee completed at Mortgagor's expense), and (iv) any funds in excess of insurance proceeds necessary to complete the restoration work in accordance with plans and specifications and budgets as approved by Mortgagee shall have been deposited by Mortgagor with Mortgagee, then the insurance proceeds shall be held by Mortgagee for restoration of the Mortgaged Premises and the Collateral. Mortgagee shall disburse so much of the proceeds to Mortgagor as restoration progresses, equal to the cost of said restoration, and subject to reasonable conditions, including the right of Mortgagee to withhold up to ten percent (10%) of said amount until completion, and the expiration of the period within which mechanic's and materialmen's liens may be filed or until the receipt of satisfactory evidence that no liens exist. Should the insurance proceeds be less than the sum required to complete said restoration, Mortgagor shall deposit the difference with Mortgagee, and its failure to do so shall constitute default hereunder. Upon payment of such sum to Mortgagee, the same shall be held by Mortgagee in a mutually acceptable interest-bearing account until disbursement. Should said proceeds, including the interest payable thereon, exceed the cost of completing said restoration, any balance remaining shall be repaid to Mortgagor. Mortgagor shall pay to Mortgagee any reasonable expenses incurred by Mortgagee in making such disbursements and reasonable building inspections. Mortgagor agrees to execute such further assignments of such proceeds and rights of action as Mortgagee may require.

(c) Applicable to Partial and Total Loss. In the event of either a partial or total loss, as described above, all proceeds and rights of action are hereby assigned to Mortgagee. At its option, in its own name, Mortgagee shall be entitled to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such loss. The payment to Mortgagee of such insurance proceeds shall not cure or waive any default or notice of default hereunder. Notwithstanding such total or partial loss, all payments under the Note and the other Loan Documents shall be made without reduction, modification or interruption and all applicable terms and conditions of this Mortgage shall be applicable to Mortgagor without modification or interruption.

1.8 Good Condition and Repair. Mortgagor shall keep the Mortgaged Premises and the Collateral in good condition and repair and shall comply with all laws, ordinances, and regulations of all public authorities relating to the Mortgaged Premises and the Collateral, comply with all easements, declarations, covenants and any other private agreements imposing duties or obligations on owners or occupants of the Mortgaged Premises, and shall not suffer any waste to be committed thereon nor remove or demolish any building. Mortgagor shall permit Mortgagee to enter upon the Mortgaged Premises and inspect the Mortgaged Premises and

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Collateral at all reasonable hours and without prior notice. Mortgagor shall comply with the provisions of any lease if this Mortgage is on a leasehold. Mortgagor shall not cause or permit any improvements to be materially altered or changed without the prior written consent of Mortgagee to the proposed action, as well as Mortgagee's prior written consent to the plans and specifications relating thereto. Mortgagor shall not consent to any subdivision of the Mortgaged Premises or any zoning change or variance affecting the Mortgaged Premises without the prior written consent of Mortgagee.

1.9 Condemnation. In the event any of the Mortgaged Premises or the Collateral, or any part thereof, shall be damaged or taken by reason of any public improvement or condemnation proceedings, Mortgagor agrees that such proceeds or awards shall be payable to Mortgagee to be applied against the outstanding balance of principal, interest and other charges due under the Note, the other Loan Documents and this Mortgage. Should said proceeds exceed the balance due on the Note and the other Loan Documents, any such excess shall be repaid to Mortgagor. All such proceeds and rights of action are hereby assigned to Mortgagee, and Mortgagee shall be entitled, along with Mortgagor, to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such taking or damage. Mortgagor agrees to execute such further assignments or any such proceeds and rights of action as Mortgagee may require.

1.10 No Acquisition or Disposition of Personal Property. Mortgagor will not make, suffer or permit, without the prior written consent of Mortgagee, any sale, purchase, conditional sale, transfer, lease or agreement under which title is reserved in the vendor, of any fixtures, apparatus, machinery, equipment or personal property comprising the Collateral, except in the ordinary course of business and if replaced with like-kind Collateral.

1.11 Protection of Mortgaged Premises and Collateral. Mortgagor will from time to time execute and deliver all such supplements and amendments hereto (including Financing Statements and Continuation Statements) and other instruments, and will take such other action, as Mortgagee reasonably requests and reasonably deems necessary or advisable to (a) grant to Mortgagee all of the Mortgaged Premises and the Collateral, as security; (b) maintain or preserve the lien of the Mortgage or carry out more effectively the purposes hereof; and (c) preserve and defend title to the Mortgaged Premises and the Collateral and the rights of Mortgagee therein against the claims of all persons and parties.

1.12 Affirmative Covenants of Mortgagor. Mortgagor covenants and agrees that during the term of this Mortgage, and until all of the principal amount and interest due on the Note, the other Loan Documents and all other amounts due hereunder shall have been fully paid in full, and except as specifically hereinafter provided to the contrary, it will, unless Mortgagee shall otherwise consent in writing:

(a) Leases. Timely perform and observe all terms, covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Mortgaged Premises ("Leases") or any portion thereof which are required to be observed and performed by Mortgagor.

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(b) Expenses. Pay or reimburse Mortgagee, upon demand therefor, for all reasonable attorneys' fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Mortgaged Premises, including, but not limited to any action to protect the security hereof; and any such amount paid by Mortgagee shall be added to the indebtedness secured by the lien of the Mortgage.

(c) Books, Records, Accounts. Keep and maintain proper and adequate books, records and accounts reflecting all items of income and expense, including all supporting facts relating to the operation of the Mortgaged Premises and the Collateral. Mortgagee shall have the right from time to time, at all times during normal business hours, to examine all such records, books and accounts on the Mortgaged Premises, or at such other place or with such other person or entity maintaining such books, records and accounts and to make copies or abstracts thereof as Mortgagee shall desire. With respect to the Mortgaged Premises and the Collateral, Mortgagor will, upon Mortgagee's request, from time to time furnish to Mortgagee operating statements, rent rolls and reports in form and content reasonably requested by Mortgagee.

(d) Additional Indebtedness. Mortgagor agrees to pay or reimburse Mortgagee, upon demand therefor, for any and all losses, damages, costs, expenses, fees, duties, taxes (except Federal Income Taxes), penalties, assessments of other charges ("Liabilities") at any time suffered by, imposed upon, assessed or levied against the Mortgaged Premises or Mortgagee by any governmental authority or agency relating to, arising from or in connection with the execution and delivery of the Note, Loan Documents and the recording of this Mortgage, including, but not limited to, liabilities arising from any applicable law or statute relating to the making of the Loan, the perfection of the security documents or the enforcement thereof. Any such Liability so incurred or paid by Mortgagee shall constitute an additional indebtedness secured by this Mortgage. Mortgagor shall pay for the cost of recording any release or partial release(s) of this Mortgage.

(e) Transfer and Encumbrance. Mortgagor shall not make, create or suffer to be made or created, any sale, transfer, conveyance, lease or assignment of the Mortgaged Premises, or any interest therein.

1.13 Wetlands. Mortgagor hereby covenants and represents that, (a) it is in compliance with all federal laws relating to "Wetlands" as defined in 33 C.F.R. 328.3, as hereinafter amended, and in any comparable state and/or local law, statute or ordinance, rule or regulation pertaining to such Wetlands, and (b) Mortgagor shall not perform or cause to be performed any excavation or fill activity or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with or otherwise affect any Wetlands.

1.14 ADA. Mortgagor hereby covenants and represents that (a) it is in compliance with the Americans With Disabilities Act ("ADA") and all rules and regulations pertaining thereto, and (b) Mortgagor shall at all times hereafter continue to comply with all requirements of ADA.

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1.15 Prohibited Activities. Mortgagor covenants and represents that, (a) the Mortgaged Premises is not being used or operated in connection with activities that are prohibited under federal or state law; (b) Mortgagor will not, and will cause all tenants or occupiers of the Mortgaged Premises not to use or operate the Mortgaged Premises (or any portion thereof) in connection with activities that are prohibited under federal or state law; and (c) all future Leases and any amendments to existing Leases will expressly prohibit any use of the Mortgaged Premises (or any portion thereof) in connection with activities that are prohibited under federal or state law.

1.16 Business Loan Representation. Mortgagor represents and warrants to Mortgagee that the Loan evidenced by the Note is a business loan transacted solely for the purpose of carrying on the business of Mortgagor and not a consumer transaction. The proceeds of the Note will be used only for the purposes specified in 815 ILCS 205/4, and the principal obligation secured by this Mortgage constitutes a business loan within the definition and purview of such section.

1.17 No Agricultural or Residential Purpose. No part of the Mortgaged Premises is being used for agricultural purposes or as personal residence by Mortgagor or any partner, member, employee, officer or affiliate of Mortgagor. The Mortgaged Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act, nor do the Mortgaged Premises constitute residential real estate, as defined in Section 15-1219 of the Act.

Any breach of these representations and agreements shall constitute an event of default hereunder.

ARTICLE II. SECURITY INTEREST IN COLLATERAL

2.1 Security Agreement and Fixture Filing. Mortgagor and Mortgagee do hereby agree and declare that this Mortgage shall constitute a security agreement encumbering each and every item of the Collateral in compliance with the provision of the applicable Uniform Commercial Code. Certain of the Collateral is or may become "fixtures," as that term is defined in the Uniform Commercial Code, on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Collateral that is or may become fixtures. The remedies for any violation of the covenants, terms and conditions of the Note, the other Loan Documents and this Mortgage shall be (i) as prescribed in this Mortgage; (ii) as prescribed by general law; or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the said Uniform Commercial Code, all at Mortgagee's sole election.

2.2 No Liens. Except for the security interest granted herein, Mortgagor is the owner of the Collateral free from any prior liens, security interest or encumbrance and will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.

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2.3 No Financing Statements. No financing statement covering the Collateral is on file at any public office.

2.4 Authorization. Mortgagor authorizes Mortgagee to file one or more financing statements describing the collateral pursuant to the applicable Uniform Commercial Code, and in the sole discretion of, and at the request of, Mortgagee, Mortgagor will join with Mortgagee in executing such financing statements. Mortgagor shall pay the cost of filing in all public offices wherever filing is deemed necessary or appropriate by Mortgagee. A photocopy of this Mortgage may be filed as a financing statement at the election of Mortgagee.

ARTICLE III. EVENTS OF DEFAULT

3.1 Events of Default. The term "Event of Default" as used in this Mortgage shall have the meaning given in the Loan Agreement.

ARTICLE IV. REMEDIES

4.1 Rights of Mortgagee after Default. Upon the occurrence of an Event of Default, Mortgagee shall: have the option to declare the Note, the other Loan Documents and all sums secured hereby due and payable, and further may proceed immediately to foreclose this Mortgage and exercise Mortgagee's rights under this Mortgage, the Note, the other Loan Documents or any other controlling document; have all the rights and remedies of a secured party under the Uniform Commercial Code of those states governing disposition of the Collateral in the Event of a Default, including, but not limited to, the right to sell the Collateral at public or private sale, and the right to be a purchaser at any such sale; demand, elect and receive all the rents and profits as then or may thereafter be due and owing to Mortgagor in connection with the Mortgaged Premises and the Collateral, giving notice of its intention to collect and receive such rents to such tenants, occupiers or lessees of the Mortgaged Premises, and applying the same upon the amount due upon the Note and the other Loan Documents; and in such event, Mortgagor shall be deemed to have assigned and transferred such rents and profits to Mortgagee as additional security for the performance of the covenants of this Mortgage until all indebtedness secured hereby has been fully paid and satisfied; have all other remedies available at law or in equity; and Mortgagee shall have the right: to enter upon and take possession of the Mortgaged Premises and the Collateral and to operate same for and on behalf of Mortgagor; to collect all of the rent, income, profits or revenues generated therefrom; and to expend such sums of money which it may deem necessary for the maintenance, preservation and operation of the Mortgaged Premises, including expenditures for improvements, alterations and repairs, including those of a capital nature.

Any sums so expended by Mortgagee shall at once become additional indebtedness owing from Mortgagor to Mortgagee and shall be immediately due and payable by Mortgagor, with interest thereon to the extent legally enforceable at the default rate set forth in the Note, which sum so advanced shall be added to and become a part of the indebtednesses secured by this Mortgage.

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4.2 Distribution of Sums Received by Mortgagee. Upon enforcement of this Mortgage upon the occurrence of an Event of Default, all sums received from time to time by Mortgagee shall be applied as follows:

First: To the payment of all costs and expenses of Mortgagee (including fees and expenses of its agents and counsel) incurred or accrued in connection with (a) the operation, maintenance or repair of the Mortgaged Premises and the Collateral and any and all businesses operated thereon; (b) any proceedings brought by Mortgagee; and (c) any sale (public or private) or other disposition of the Mortgaged Premises and the Collateral.

Second: To the payment of all amounts as provided for in the Note and this Mortgage, and the other Loan Documents, whether for principal, interest or otherwise, in whatever order Mortgagee, exercising its sole discretion, may elect.

Third: To the payment of any surplus to Mortgagor or any other person legally entitled thereto.

4.3 Rights Cumulative. All rights and remedies from time to time conferred upon or reserved to Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

4.4 Appointment of Receiver. If an Event of Default shall occur, then with or without the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of Mortgagee, Mortgagee, to the extent permitted by law and without prior notice to Mortgagor, shall be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Premises and the Collateral, pending such proceedings, with such powers as are conferred upon Mortgagee herein and as shall be conferred by the court making such appointment; but notwithstanding the appointment of any receiver, trustee, or other custodian, Mortgagee shall be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

4.5 Suits to Protect the Mortgaged Premises and the Collateral. Mortgagee shall have power to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or a violation of the Mortgage, and to preserve or protect its interest in the Mortgaged Premises and in the income, revenues, rents and profits arising therefrom.

4.6 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an entirety or in separate lots, units or parcels, the Mortgaged Premises and the Collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as

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Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

4.7 Application of Indebtedness Towards Purchase Price. Upon any foreclosure sale, pursuant to judicial proceedings, Mortgagee may bid for and purchase the Mortgaged Premises and Collateral, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property at its own absolute right without further accountability. Any such purchase shall permit Mortgagee to apply to the purchase price any portion of or all sums due to Mortgagee under the Note, the other Loan Documents and this Mortgage in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

4.8 No Waiver of One Default to Affect Another, Etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or other then existing default or shall impair any rights, powers or remedies consequent thereon.

If Mortgagee (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Premises from the lien of the Mortgage or otherwise changes any of the terms of the Note or Mortgage or any of the other Loan Documents; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating to the lien or charge hereof, then and in each such case such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, Mortgage, the other Loan Documents or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee shall the lien of this Mortgage be altered thereby.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall include their respective successors and assigns, whether so expressed or not.

5.2 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note or in the other Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

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5.3 Notices. Notices, statements and other communications to be given under the terms of this Mortgage shall be in writing and delivered in accordance with the terms of the Loan Agreement.

5.4 Variable Rate Note. The Loan Agreement contains a variable rate provision.

5.5 Governing Law. This Mortgage and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state where the Collateral is located (without giving effect to principles of conflicts of law).

5.6 WAIVER OF JURY TRIAL: MORTGAGOR AND MORTGAGEE HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MORTGAGOR AND MORTGAGEE EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

5.7 Protective Advances. Notwithstanding anything contained herein to the contrary, in addition to any other debt or obligation secured hereby, this Mortgage secures, to the fullest extent and with the highest priority, unpaid balances of advances made, with respect to the Mortgaged Premises, for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Mortgaged Premises, and other costs which Mortgagee is authorized by this Mortgage or any other Loan Document to pay on Mortgagor's behalf. All such advances are intended by the Mortgagee and by the Mortgagor to be a lien on the Mortgaged Premises from the time this Mortgage is recorded as provided in the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101.

5.8 Property Management Agreement. Any property management agreement between Mortgagor or any agent of the Mortgagor and a property manager for or relating to all or any part of the Mortgaged Premises, whether now in effect or entered into hereafter, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Loan Documents any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, 770 ILCS 60/0.01). Such property management agreement or a short form thereof including such subordination shall, at Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Property is located. Mortgagor's failure to cause any of the foregoing to occur shall constitute an Event of Default under this Mortgage.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]*

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MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: A parcel of land comprised of part of Block 9, and all of Block 10, together with all of the East and West 30 foot strip of land lying between said Blocks 9 and 10, and all of the North half of the East and West 30 foot strip of land lying South of and adjoining the South line of said Block 10; together with a part of the North and South 25 foot strip of land lying East of and adjoining the East line of said Blocks 9 and 10, and lying East of and adjoining the East and West strips of land aforesaid; all in Packer's Subdivision of the Northeast quarter of the Southwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; which parcel of land is bounded and described as follows: Beginning on the South line, extended East, of the North half of the East and West 30 foot strip of land lying South of and adjoining the South line of said Block 10, in Packer's Subdivision aforesaid, at a point which is 6.60 feet West from the East line of the Northeast quarter of the Southwest quarter of said Section 5, (said point of beginning being on the West line of South Racine Avenue as opened pursuant to Ordinance passed by the city council of the City of Chicago on March 26, 1968), and running thence West along said Eastward extension, along the South line of the North half of said East and West 30 foot strip of land, and along a Westward extension thereof, a distance of 391.06 feet to an intersection with the West line, extended South, of Block 10; thence North along said Southward extension and along the West line of Block 10 a distance of 622.19 feet to an intersection with the South line of the North 40.00 feet of the Northeast quarter of the Southwest quarter of said Section 5; thence East along the South line of the North 40.00 feet aforesaid (said South line being the South line of the West 43rd Street as opened pursuant to said Ordinance passed on March 26, 1968), a distance of 364.92 feet to a deflection point in said South line which is 32.76 feet West from the East line of the Northeast quarter of the Southwest quarter of said Section 5; thence Southeastwardly along a straight line, a distance of 35.40 feet to a deflection point in the West line of South Racine Avenue as opened pursuant to said Ordinance passed on March 26, 1968, said deflection point being 65.00 feet South from the North line and 7.71 feet West from the East line of said Northeast quarter of the Southwest quarter of Section 5, and thence South along said West line of South Racine Avenue as opened, a distance of 597.26 feet to the point of beginning, in Cook County, Illinois.

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Property Address: 4330 South Racine, Chicago, Illinois 60609