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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



1831234678

Doc# 1831234678 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/08/2018 04:09 PM PG: 1 OF 18

The property identified as: **PIN:** 17-09-231-002-0000

Address:

Street: 611 N. Well Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: Wolff Hotel Equity Fund Partners L.P.

Borrower: 613 North Wells Street, LLC

Loan / Mortgage Amount: \$4,000,000.00

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

Certificate number: 238598F1-E1EC-4A8C-96BB-85E875D41521

Execution date: 11/2/2018

CCA1802778L1 SGROSS

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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Greenberg Glusker Fields Claman and Machtinger LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067
Attention: Bob Baradaran

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

Property Location:

**611 N. Wells Street
City of Chicago, County of Cook,
State of Illinois**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Mortgage") is made on October 31, 2018, by **613 NORTH WELLS STREET, LLC**, a Delaware limited liability company ("Mortgagor"), whose address is c/o Hawkins Way Capital, LLC, 11828 La Grange Avenue, Los Angeles, California 90025, and **WOLFF HOTEL EQUITY FUND PARTNERS L.P.**, a California limited partnership ("Mortgagee"), whose address is 11828 La Grange Avenue, Los Angeles, California 90025, Attn: Tim Groff.

The Mortgagor does hereby grant, bargain, sell, transfer, assign, mortgage, warrant, and convey with **MORTGAGE COVENANTS** the Mortgagee and its successors and assigns, all of the following, whether now owned or hereafter acquired (collectively, the "Premises"):

- (a) real property situated in Cook County, Illinois, more specifically described in Exhibit A attached (the "Land");
- (b) all related easements, rights-of-way, rights, licenses, privileges, hereditaments and appurtenances;
- (c) all buildings and improvements now or later located on the Land including, without limitation, all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (the "Improvements");
- (d) all rents, issues, revenues, income, profits, accounts and general intangibles arising from the Premises, or relating to any business conducted by Mortgagor on it, including without limitation, under present or future leases, licenses or otherwise;
- (e) all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;
- (f) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every

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kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee;

(g) all "as-extracted collateral" and all mineral, oil, gas and water rights, royalties, water and water stock, if any;

(h) all awards or payments including interest made as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorney fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment; and

(i) all additions, attachments, accessions, parts, replacements, substitutions, and renewals of or for any of the foregoing property of Mortgagor, whether now owned or later acquired and all records (including without limit computer software) pertaining thereto, and all products and proceeds of the foregoing (whether cash or non-cash proceeds), including without limitation insurance and condemnation proceeds.

Unless otherwise indicated, a reference to the "Premises" means all and/or any part of the Premises.

To have and to hold the Premises, to the use, benefit and behoof of Mortgagee and its successors and assigns, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

This Mortgage is intended to constitute: (i) a mortgage lien under Illinois law, (ii) a security agreement, financing statement, and fixture filing under the Uniform Commercial Code ("UCC") in Illinois, and (iii) a notice of assignment of rents or profits under Illinois law. This Mortgage is also intended to operate and be construed as an absolute present assignment of the rents, issues and profits of the Premises, Mortgagor hereby agreeing, as provided for pursuant to 765 ILCS 5/31.5, that Mortgagee is entitled to receive the rents, issues and profits of the Premises prior to an Event of Default (as defined herein) and without entering upon or taking possession of the Premises. Although this Assignment constitutes a present, current and absolute assignment of all Leases and all rents, issues and profits from the Premises, so long as no Event of Default has occurred, Mortgagee shall not demand that such rents, issues and profits be paid directly to Mortgagee, and Mortgagor shall have the right to collect but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rents payable under any leases), provided, however, that Mortgagor shall collect and receive all such rents, issues and profits from the Premises as trustee for the benefit of Mortgagee, and shall apply such rents, issues and profits so collected to the Obligations, to the extent then due, with the balance, so long as no Event of Default has occurred, to the account of Mortgagor. The term "Obligations" shall mean the obligations of Mortgagor under any Loan Document (as defined in the Note).

This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness (collectively, the "Debt") to Mortgagee of Mortgagor, including without limit payment of Four Million Dollars (\$4,000,000.00) as evidenced by that certain Promissory Note of even date herewith executed by Mortgagor in favor of Mortgagee, and any and all amendments and amendments and restatements thereof (the "Note"). This reference to a dollar amount does not limit the dollar amount secured by this Mortgage. The present amount of the Debt secured hereby is \$4,000,000.00; the maximum amount, including present and future obligations, which may be secured hereby at any one time is \$4,000,000.00, plus interest, plus any disbursements, taxes and insurance on the Premises, plus interest thereon at the rate set forth in the promissory note(s) or other agreements evidencing the Debt, and any other sums advanced in accordance with the terms hereof or any of the other documents evidencing or securing the Debt to protect the security of this Mortgage or any of such other documents. Debt includes, without limit, any and all obligations or liabilities of whatever amount of Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy,

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insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all reasonable costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Mortgagor or instrument by Mortgagor in favor of Mortgagee; all reasonable costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the Premises, the Debt or this Mortgage; and all reasonable costs of collecting Debt; all of the above costs including, without limit, attorney fees incurred by Mortgagee. Subject to the terms and conditions of the Note, Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee which are Debt, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Debt as stated in the Note, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Debt, if any, which constitutes a consumer loan, other than a consumer loan made at the same time as this Mortgage and specifically referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof).

Mortgagor, on a continuing basis, warrants, covenants and agrees to and with Mortgagee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. **Payment of Debt; Performance of Obligations.** The Mortgagor shall promptly pay when due, whether by maturity, acceleration or otherwise, the Debt for which the Mortgagor is liable, pursuant to the terms and conditions of the Note, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage, the Note and any loan documents evidencing, securing, supporting and/or made in connection with the Debt (collectively, the "Loan Documents").
2. **Covenants of Title.** The Mortgagor has good and inalienable title to the entire Premises in fee simple and with good right and full power to sell, mortgage and convey the same, the Premises are free and clear of liens and encumbrances, except for those encumbrances listed on Exhibit B attached hereto, if any (the "Permitted Encumbrances"), and those which may be created in accordance with the terms hereof, and Mortgagor will warrant and defend the Premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and in its sole discretion, to take whatever action it may deem necessary, from time to time, to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes. If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide to the Mortgagee copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.
3. **Taxes.** Mortgagor must pay prior to delinquency all taxes, levies, charges and assessments (individually and collectively, an "Imposition"), imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Premises or any interest in it, or which may cause any decrease in the value of the Premises or any part of it. If any such Imposition becomes delinquent, Mortgagee may require Mortgagor to present evidence that they have been paid in full, on ten (10) days' written notice by Mortgagee to Mortgagor. Notwithstanding the foregoing provisions of this Section 3, Mortgagor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Mortgagee is reasonably satisfied that neither the Premises nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Mortgagor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Mortgagee.
4. **Change in Taxes.** In the event of the passage of any law or regulation, state, federal or municipal, after the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, Mortgagor shall upon request of Mortgagee

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pay all such taxes, duties or other charges in addition to principal and interest, including all documentary stamp and intangible taxes, but excluding income taxes based solely on Mortgagee's income.

5. **Insurance.** Mortgagor shall at all times provide, maintain and keep in force such insurance in such amounts and against such risks on or pertaining to the Premises as is customary in the industry for companies of established reputation engaged in the same or similar businesses and owning or operating similar properties, or as Mortgagee shall from time to time reasonably request (other than earthquake insurance), and in any event including: (a) during construction (if any), all-risks package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance, and physical damage insurance; (b) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to not less than one hundred percent (100%) of the full replacement value of the Premises; (c) steam boiler, machinery, and other insurance of the types and in amounts as Mortgagee may require, but in any event not less than customarily carried by persons owning or operating like properties; (d) if the Premises are located in an area that has been identified by the United States Department of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968 or other applicable law or regulation, flood insurance in an amount at least equal to the replacement cost of any improvements on the Premises or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968 or such other applicable law or regulation, whichever is less; (e) business interruption and/or against rent loss or abatement of rent, covering payment of rent and like charges from the Premises over a term of not less than twelve (12) months, in an amount of at least equal to the aggregate annual amount payable from time to time under the Note; (f) comprehensive general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Premises, or arising from or connected with the use, conduct, or operation of Mortgagor's business in the amount from time to time required by Mortgagee; and (g) such other policies which may be acceptable to, and/or requested by, Mortgagee. All insurance policies required hereby ("Policies") shall: (a) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the Policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor; (b) provide that the amount payable for any loss shall not be reduced by reason of co-insurance; (c) be issued by companies and in amounts reasonably satisfactory to Mortgagee; provided, that such amounts shall not be increased above the higher of replacement value or the amount of the Debt; and (d) name Mortgagor and Mortgagee as insureds, as their respective interests may appear, and have attached thereto a mortgagee's "lender loss payable" and/or "additional insured" endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with certificates of insurance in form and substance satisfactory to Mortgagee. Not less than 5 days prior to the date the premium is due for each Policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of the premium. Not less than 30 days prior to the expiration of any certificate of insurance required to be delivered hereunder, Mortgagor shall furnish Mortgagee with a replacement certificate and/or other evidence satisfactory to Mortgagee of the extension and continuance in force of the insurance coverage. Each Policy shall contain a provision that such policy will not be cancelled, amended or reduced in amount or scope without at least 30 days' prior written notice to Mortgagee. If such insurance, together with written evidence of the premium having been paid, are not delivered to Mortgagee at least 5 days prior to the expiration of such insurance, Mortgagee shall have the right, but without obligation to do so, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation under this Mortgage, to obtain such insurance or like insurance through or from any insurance agency or company acceptable to it, pay the premium for such insurance, and add the amount of the premium to the loan secured by this Mortgage, and this amount shall bear interest at the applicable rate of interest set forth in the Note. The Mortgagee shall not be responsible for such insurance or for the collection of any insurance monies, or for any insolvency of any insurer or insurance underwriter. In the event that the Premises is sold to Mortgagee at any foreclosure sale under this Mortgage, Mortgagor hereby assigns to Mortgagee all unearned premiums on all policies of insurance covering the Premises and agrees that any and all unexpired insurance covering the Premises shall inure to the benefit of and pass to Mortgagee at the time of such foreclosure sale.

6. **Waste.** Mortgagor must not commit or allow any waste of the Premises. Mortgagor must perform all other acts which from the character or use of the Premises may be reasonably necessary to maintain and preserve its value and utility.

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7. **Payment of Other Obligations.** Mortgagor must immediately discharge any lien, encumbrance and other security interest on the Premises which Mortgagee has not consented to in writing. Mortgagor must pay when due (and in all instances before the same become liens or encumbrances against the Premises) each obligation secured by or reducible to a lien, security interest, charge, encumbrance, or any other claim of any kind, which now does or later may encumber or appear to encumber all or part of the Premises or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage. If Mortgagor fails to pay any taxes, assessments, or other charges in the time provided above and is not contesting the same pursuant to Section 3, Mortgagee has the option (but not the obligation) to do so and Mortgagor agrees to repay all amounts so expended by Mortgagee immediately upon demand, together with interest at the highest lawful default rate which could be charged by Mortgagee on the Note. This Section 7 is subject to any right granted to Mortgagor in Section 3 to contest in good faith claims and liens for labor done and materials and services furnished in connection with construction of the Improvements. Mortgagor shall maintain exclusive fee ownership and marketable title to the Premises and immediately commence to cure and proceed diligently to complete, or cause to be cured, any defect in the title to the Premises which is reasonably expected to have a material adverse effect on the value or marketability of the Premises.

8. **Assignment of Leases and Rents.** As additional security for the Debt, the Mortgagor assigns to the Mortgagee all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future (but without an assumption by Mortgagee of liabilities of Mortgagor under any such leases by virtue of this assignment), and Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Premises. Until the occurrence of an Event of Default, Mortgagor shall have the right to receive and collect such rents, issues and profits. Upon the occurrence of an Event of Default, Mortgagee may elect to receive and collect said rents, issues and profits personally or through a receiver, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this Section and such receiver shall have all the rights and powers permitted by the laws of the State of Illinois. The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default. Mortgagor shall at no time collect advance rent under any lease or occupancy agreement pertaining to the Premises in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment in violation of this prohibition. Mortgagor shall materially comply with and perform as required all obligations and restrictions imposed upon Mortgagor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, land contracts, condominium or planned unit development documents, or other agreements affecting the Premises, but this is not a consent by Mortgagee to take subject to any of these agreements, and Mortgagee does not assume any obligations under these agreements.

If Mortgagor, at or immediately prior to such taking of possession by or on behalf of Mortgagee, has operated a business upon the Premises other than the rental thereof, the authority granted herein to so take possession of the Premises shall also include the authority and power to take possession of the receipts of such business and, if appropriate, to operate such business, and the receipts thereof shall be deemed herein to be a form of rents.

Upon the occurrence of and during the continuance of an Event of Default beyond any applicable notice and cure periods, Mortgagor shall, on demand, deliver to Mortgagee from time to time all security deposits made by lessees to Mortgagor under the terms of any lease of all or part of the Premises. These funds shall be held by Mortgagee without interest payable to Mortgagor and as a part of and commingled with Mortgagee's general funds. These funds, however, will be repayable to lessees pursuant to the provisions of the leases under which security deposits are made. In the event of any conflict between the provisions of this paragraph and the provisions of a specific separate assignment of rents and/or assignment of lease(s), the provisions of the specific assignment(s) shall be deemed to govern over the provisions of this paragraph.

9. **Security Agreement.** This Mortgage also constitutes a security agreement within the meaning of the UCC and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an Event of Default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

10. **Fixture Filing.** This Mortgage also constitutes a financing statement filed as a fixture filing under the UCC with respect to goods which are or are to become fixtures relating to the Land and as to which Mortgagor is the debtor

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and record owner of the Land and Mortgagee is the secured party. It is to be recorded in the real estate records of the County in which the Land is located.

11. **Reimbursement of Advances.** If the Mortgagor fails to perform any of its obligations under this Mortgage (subject to any applicable notice and cure periods), or if any action or proceeding is commenced which affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings) and the same is not dismissed, vacated or bonded within the time periods required under the Loan Documents, then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any instrument(s) or agreement(s) evidencing any of the Debt, but not in excess of the maximum rate permitted by law.

12. **Due on Transfer.** Other than Allowed Transfers (as defined in the Note), if all or any part of the Premises or any interest in the Premises is conveyed, assigned or transferred by deed, land contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever, or if there is any disposition of legal or beneficial title to a controlling interest of Mortgagor, in each case without the Mortgagee's prior written consent, Mortgagee may, at its sole option, declare the Debt to be immediately due and payable. Mortgagee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Mortgage in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting the lien of this Mortgage or Mortgagor's liability under this Mortgage or upon the Debt.

13. **No Additional Liens or Encumbrances.** The Mortgagor covenants not to enter into, suffer or permit to exist any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises, other than Permitted Encumbrances, without the prior written consent of the Mortgagee in each instance.

14. **Damages and Insurance and Condemnation Proceeds.** Mortgagor hereby absolutely and irrevocably assigns to Mortgagee, and authorizes the payor to pay to Mortgagee, the following claims, causes of action, awards, payments and rights to payment: (a) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Premises or any interest in it; (b) all other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Premises, or for damage or injury to or decrease in value of all or part of the Premises or any interest in it; (c) all proceeds of any insurance policies payable because of loss sustained to all or part of the Premises (excluding loss of rents insurance and debris removal proceeds so long as no Event of Default has occurred and is continuing); and (d) all interest which may accrue on any of the foregoing. Mortgagor must immediately notify Mortgagee in writing if: (a) any damage occurs or any injury or loss is sustained in the amount of \$250,000 or more to all or part of the Premises, or any action or proceeding relating to any such damage, injury or loss is commenced; or (b) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Premises. If Mortgagee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Premises, and it may make any compromise or settlement of the action or proceeding. Mortgagee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Premises, and may join Mortgagor in adjusting any loss covered by insurance. All proceeds of these assigned claims, other property and rights which Mortgagor may receive or be entitled to must be paid to Mortgagee. In each instance, Mortgagee shall have the right to apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds, including attorneys' fees. If, in any instance, each and all of the following conditions are satisfied in Mortgagee's reasonable judgment, Mortgagee shall permit Mortgagor to use the proceeds ("Net Claims Proceeds") to pay costs of repairing or reconstructing the Premises in the manner described below: (a) the plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction must all be reasonably acceptable to Mortgagee; (b) Mortgagee must receive evidence satisfactory to it that after repair or reconstruction and stabilization, the Premises would support the loan-to value and debt service coverage ratios that were required in connection with the original underwriting of this loan; (c) the Net Claims Proceeds must be sufficient in Mortgagee's reasonable determination to pay for the total cost of repair or reconstruction, including all associated development

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costs and interest projected to be payable on the Debt until the repair or reconstruction is complete; or Mortgagor must provide and deposit with Mortgagee its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Mortgagor and found acceptable by Mortgagee, of the total cost of repair or reconstruction; (d) no Event of Default shall have occurred and be continuing; and (e) the repair or reconstruction of the Premises shall be completed not later than three (3) months prior to the Maturity Date (as defined in the Note). If Mortgagee finds that the foregoing conditions are met, Mortgagee must hold the Net Claims Proceeds and any funds which Mortgagor is required to provide in an interest-bearing account and must disburse them periodically in installments (but not more than once per month) to Mortgagor to pay costs of repair or reconstruction upon periodic presentation of evidence reasonably satisfactory to Mortgagee that repair or reconstruction for the payment application has been completed satisfactorily and lien-free. However, if Mortgagee finds that one or more of the conditions are not satisfied, it may apply the Net Claims Proceeds to pay or prepay (without premium) some or all of the Debt in such order and proportions as it in its sole discretion may choose. If Mortgagee makes Net Claims Proceeds or other funds under this section available, such Net Claims Proceeds or funds shall be disbursed on terms and conditions in accordance with market or industry standards for commercial lenders. So long as Mortgagor receives the insurance proceeds from Mortgagee, Mortgagor shall promptly and diligently restore the Premises to the equivalent of its condition immediately prior to the casualty or to such other improved condition as is necessary to comply with the requirements of this Mortgage and/or any applicable governmental entity. Disbursements of such insurance proceeds shall be in accordance with Mortgagee's customary construction loan disbursement procedures. Any proceeds held by Mortgagee upon Mortgagor's failure to satisfy the conditions to disbursement within the time allowed above shall be applied to the obligations outstanding under the Note.

15. **Events of Default/Acceleration** Upon the occurrence of any of the following (each sometimes referred to as an "Event of Default"), the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (a) the Mortgagor shall fail to pay when due any amount payable under the Note, or Mortgagor fails to perform any obligation to pay money which arises under this Mortgage or any other Loan Document, where such failure shall continue for a period of five (5) days after such amount is due; or; (b) the Mortgagor (i) fails to observe or perform any other term of the Note beyond any applicable notice and cure period, or (ii) makes any materially incorrect or misleading representation in any financial statement or warranty, certificate, financial statement, report, notice, or other writing furnished by or on behalf of Mortgagor and delivered to the Mortgagee and such false or misleading representation or warranty is reasonably expected to have a material adverse effect on the assets, condition or prospects of Mortgagor or the Premises; (c) the Mortgagor fails to observe or perform any term of, or defaults under, this Mortgage, and such failure continues for thirty (30) days after Mortgagor's receipt of demand for cure (or, if cure cannot reasonably be effective within such thirty (30) day period, then Mortgagor's cure period shall extend, so long as Mortgagor continuously and diligently pursues cure, for such period as is reasonably required to effect cure, not to exceed forty-five (45) days in total); (d) the Mortgagor dissolves, liquidates, merges, consolidates, or ceases to be in existence for any reason; (e) the Mortgagor (i) makes an assignment for the benefit of creditors, (ii) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (iii) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (f) a custodian, receiver, or trustee is appointed for the Mortgagor or for a substantial part of its assets without its consent and is not removed within 60 days after the appointment; (g) proceedings are commenced against the Mortgagor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, which would reasonably be expected to have a material adverse effect on the ability of Mortgagor to repay the Debt; and those proceedings remain undismissed, bonded or vacated for 60 days after commencement, or the Mortgagor consents to the commencement of those proceedings; (h) any judgment is entered against the Mortgagor, or any attachment, levy, or garnishment is issued against any property of the Mortgagor which would reasonably be expected to have a material adverse effect on the ability of Mortgagor to repay the Debt and is not dismissed, bonded or vacated within sixty (60) days after the filing or other institution thereof; (i) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; or (j) unless expressly permitted by this Mortgage or the Loan Documents, all or any part of the Premises or any direct, indirect, legal, equitable or beneficial interest therein is assigned, transferred or sold without Mortgagor's prior written consent.

16. **Remedies**. Upon the occurrence of any Event of Default, the Mortgagee may exercise all of the rights, powers, and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (a) declare the Debt to be immediately due without notice and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Debt, or (iii) to take any and all steps and institute any and all other proceedings

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that Mortgagee deems necessary to enforce payment of the Debt and performance of other obligations secured hereunder and to protect the lien of this Mortgage; (b) foreclose this Mortgage pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et. Seq. (the "Act"); (c) exercise any of its rights, powers, or remedies pursuant to the UCC; and (d) exercise any other rights and remedies under this Mortgage, any instrument(s) or agreement(s) evidencing, securing, supporting or made in connection with the Debt or otherwise available at law, in equity or otherwise. The Mortgagee in any suit to foreclose this Mortgage shall be entitled to the appointment of a receiver of the rents, leases, and profits of the Premises in accordance with Illinois law and the Mortgagor specifically consents to that appointment if it is believed necessary or desirable by Mortgagee to enforce its rights under this Mortgage. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets. The Mortgagor waives, to the extent permitted by law, all errors and imperfections in any proceedings instituted by the Mortgagee to enforce any of its rights and remedies. Acceleration of the Debt as provided in this Mortgage shall trigger any applicable prepayment premium or formula. Neither the acceptance of this Mortgage nor its enforcement in any manner shall prejudice the right of Mortgagee to realize upon or enforce any other security now or later held by Mortgagee. Mortgagor promises and agrees that the rights of Mortgagee under this Mortgage, and with respect to any other security now or later held by Mortgagee, may be enforced in such order and manner as Mortgagee may determine in its sole and absolute discretion.

16.1 **Mortgagor's Obligations and Mortgagee's Rights Not Waived.** By accepting payment of any sum secured by this Mortgage after its due date, or by accepting late performance of any obligation secured by this Mortgage, or by making any payment or performing any act on behalf of Mortgagor that Mortgagor was obligated to make or perform under this Mortgage but failed to make or perform, or by adding any payment so made by Mortgagee to the Note secured by this Mortgage, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No failure or delay on the part of Mortgagee or any holder of the Note or this Mortgage in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any such power, right or privilege shall preclude other or further exercise thereof or of any other right, power or privilege. No exercise of any right or remedy of Mortgagee under this Mortgage shall constitute a waiver of any other right or remedy contained in this Mortgage or provided by law. All rights and remedies existing under this Mortgage are cumulative to, and not exclusive of, any rights or remedies otherwise available.

16.2 **Mortgagee's Right to Perform Acts that Mortgagor Fails to Perform.** If Mortgagor fails to make any payment when due or to do any act required to be made or performed under this Mortgage, then Mortgagee, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation under this Mortgage, may, but are not required to, make or do the same in such manner and to such extent as it may deem necessary or desirable to protect the security of this Mortgage. Mortgagee is authorized to (i) enter upon the Premises for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee; and (iii) pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien, in whole, in part and/or in installments, which in the judgment of Mortgagee appears to be prior or superior to the lien of this Mortgage, the judgment of Mortgagee being conclusive of the matter as among the parties to this Mortgage. In exercising the above powers, Mortgagee may pay necessary costs and expenses, employ counsel, consultants, any other agents or independent contractors, and pay fees, compensation, and costs thereof. Mortgagor promises and agrees to pay immediately upon demand all amounts so expended by Mortgagee (including all such costs, expenses and attorneys' fees) under this Section 16.2, together with any fees charged by Mortgagee in regard to such activity by Mortgagee and interest from the date of expenditure at the applicable rate of interest set forth in the Note, with payment of such amounts being secured by this Mortgage.

17. **Indemnification.** Mortgagor hereby indemnifies and agrees to hold harmless Mortgagee and its directors, officers, shareholders, agents and employees (individually and collectively the "Indemnitees") from and against: (i) any and all claims, demands, actions, liabilities, or causes of action that are asserted against any Indemnitee by any person or entity if the claim, demand, action, liability, or cause of action, directly or indirectly, relates to a claim, demand, action, liability, or cause of action that the person or entity has or asserts based upon, arising out of, or in connection with, the Premises, the conduct of Mortgagor, any action or non-action by Mortgagor in connection with the Premises, or this Mortgage; and (ii) any and all claims, liabilities, losses, costs, or expenses (including court costs and attorneys' fees) that any Indemnitee suffers or incurs as a result of the assertion of any such claim, demand, action,

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liability or cause of action. The foregoing indemnity shall survive the release of this Mortgage, whether such release is as a result of payment of the indebtedness secured hereby, foreclosure, acceptance of a deed in lieu of foreclosure, other action, or otherwise.

18. **Representations by Mortgagor.** Mortgagor represents and warrants that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require the consent or approval of any governmental authority or any third party; (b) this Mortgage is a valid and binding agreement, enforceable according to its terms; and (c) Mortgagor has all licenses and approvals necessary to carry on its business as presently conducted and as will be conducted on the Premises. Mortgagor, if other than a natural person, further represents that: (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body; and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership agreement, operating agreement or other agreements governing its affairs.

19. **Notices.** All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made five business days after a record has been deposited in the mail, as first class, certified or registered mail postage prepaid, or one business day after a record has been deposited with a recognized overnight courier, charges prepaid or to be billed to the sender, or on the day of delivery if delivered manually with receipt acknowledged, in each case addressed or delivered to the address for such party set forth below, or to such other address as may be hereafter designated in writing by the respective parties hereto by a notice in accord with this Section. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Mortgagor as debtor under the UCC. Mortgagee's address given below is the address for Mortgagee as secured party under the UCC.

Addresses for Notices to Mortgagor:

c/o Hawkins Way Capital
Attention: Karan Suri
11828 La Grange Avenue
Los Angeles, California 90025

Address for Notices to Mortgagee:

Wolff Hotel Equity Fund Partners LP
Attention: Tim Groff
11828 La Grange Avenue
Los Angeles, California 90025

20. **Miscellaneous.** This Mortgage constitutes the entire agreement of Mortgagor and Mortgagee with respect to the subject matter of this Mortgage. No amendment of this Mortgage shall be effective unless the same shall be in writing and signed by Mortgagor and Mortgagee. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor. All rights and remedies of the Mortgagee under this Mortgage, the other instruments and agreements evidencing, securing, supporting or made in connection with the Debt are cumulative. If there is more than one Mortgagor, their obligations under this Mortgage shall be joint and several. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Illinois. This Mortgage shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns. This shall not be deemed a consent by Mortgagee to a conveyance by Mortgagor of all or part of the Premises or of any ownership interest in Mortgagor. The Mortgagee may provide, without any limitation whatsoever, any information or knowledge the Mortgagee may have about the undersigned or any matter relating to this Mortgage and any related documents to the Mortgagee's subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of this Mortgage or any related documents, and Mortgagor waives any right to privacy Mortgagor may have with respect to such matters. The Mortgagor agrees that the Mortgagee may at any time sell, assign or transfer one or more interests or participations in

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all or any part of its rights or obligations in this Mortgage to one or more purchasers whether or not related to the Mortgagee. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as Mortgagee may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagee whether in writing or otherwise. Mortgagor represents that its exact name is its name as set forth in this Mortgage and that Mortgagor is located (as determined pursuant to Article 9 of the UCC) in Exhibit C attached hereto and incorporated herein, unless otherwise expressly specified in this Mortgage. Mortgagor will give Mortgagee not less than 90 days prior written notice of all contemplated changes in Mortgagor's name, location, chief executive office, or principal place of business, but the giving of this notice shall not cure any Event of Default caused by this change. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement. The undersigned is duly authorized to sign and deliver this Mortgage and to bind Mortgagor to the terms and conditions hereof.

21. **Continuation/Reinstatement.** If any payment on any of the Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Mortgagor or anyone representing the Mortgagor or the Mortgagor's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, or any liability is sought to be imposed against Mortgagee relating to any matter as to which Mortgagor agreed to indemnify Mortgagee under this Mortgage, including, without limit, as to the presence of Hazardous Substances (as defined in the Environmental Indemnity Agreement executed as of even date herewith) on, in or about the Premises, whether this matter is known or unknown, now or later exists (excluding only matters which arise after any acquisition by Mortgagee of the Premises, by foreclosure, deed in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Mortgagee), then this Mortgage shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Mortgagee of the repaid amounts or to the extent of all liability, costs and expenses (including, without limit, attorney fees) incurred by Mortgagee as the direct or indirect result thereof, as applicable. If this Mortgage must be reinstated the Mortgagor agrees to execute and deliver to the Mortgagee a new mortgage in form and substance acceptable to the Mortgagee, covering the Premises.

22. **Pledge.** Mortgagor agrees that: (a) without notice to or the consent of the Mortgagor, the Mortgagee may (i) take any action it chooses against any collateral for the Debt, or against any other person liable for the Debt, (ii) release any person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any such collateral, (iii) forbear or agree to forbear from exercising any rights or remedies, including any right to setoff, that it has against any person liable for the Debt, or any other collateral for the Debt, or (iv) renew, extend, modify or amend any Debt, and deal with any person liable for the Debt as it chooses; (b) none of the Mortgagor's obligations under this Mortgage shall be affected by (i) any act or omission of the Mortgagee, (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Mortgagor, (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting Mortgagor or any of its assets, or (iv) any change in the composition or structure of any Mortgagor, including a merger or consolidation with any other entity; (c) the Mortgagee's rights under this Section and this Mortgage are unconditional and absolute, regardless of the unenforceability of any provision of any agreement between Mortgagor and the Mortgagee, or the existence of any defense, setoff or counterclaim that any other party may be able to assert against the Mortgagee; and (d) it waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any person liable for the Debt, or any collateral for the Debt, because of the existence of this Mortgage, or the Debt, or the Mortgagee's availing itself of any rights or remedies under this Mortgage.

23. **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, THE MORTGAGEE AND THE MORTGAGOR KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT EITHER OF THEM TO HAVE TO A TRIAL BY JURY IN ANY PROCEEDING (WHETHER SOUNDING IN CONTRACT OR TORT) WHICH IS IN ANY WAY CONNECTED WITH THIS OR ANY RELATED AGREEMENT, OR THE RELATIONSHIP**

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ESTABLISHED UNDER THEM. THIS PROVISION MAY ONLY BE MODIFIED IN A WRITTEN INSTRUMENT EXECUTED BY THE MORTGAGEE AND THE MORTGAGOR. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

24. **Business Purpose.** The proceeds of the Debt referred to herein shall be used solely for business purposes and in furtherance of the business affairs of Mortgagor, and the Obligations secured by this Mortgage constitute (i) a "business loan" as that term is defined in and for all purposes of, 815 ILCS 205/4(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(l). No portion of the Premises is or will be used as the residential homestead of Mortgagor or any individual. The Premises does not constitute residential or agricultural real estate within the meaning of the Act.

25. **Fees And Expenses.** Mortgagor agrees to pay, or reimburse Mortgagee, as applicable, for any costs, charges and out-of-pocket expenses (including reasonable attorneys' fees and expenses) paid or incurred in connection with the preparation, review, execution, delivery, amendment, modification, administration, collection and enforcement of this Mortgage and the other Loan Documents.

26. **Additional Agreements.** To the full extent permitted by law, Mortgagor agrees that it will not at any time or in any manner take advantage of any stay, reinstatement right, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises; nor after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Mortgagor hereby expressly waives any and all rights to redemption and reinstatement under the Act (including, without limitation, those provisions expressly referenced below) on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon any note or other evidence of indebtedness. Mortgagor hereby stipulates to the lifting of any stay order entered, automatically or otherwise, in any bankruptcy which has the effect of preventing Mortgagee from enforcing its rights hereunder.

27. **Illinois Specific Provisions.**

(a) **No Property Manager Lien.** Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by Mortgagor or on behalf of Mortgagor, 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 mechanic's 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, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including such subordination, shall, at the Mortgagee's request, be recorded with the office of the recorder of deeds for the county in which the Premises is located. Mortgagor's failure to cause any of the foregoing to occur shall constitute an Event of Default.

(b) **Maximum Indebtedness.** The present amount of the Debt secured hereby is \$4,000,000.00; the maximum amount, including present and future Obligations, which may be secured hereby at any one time is \$8,000,000.00, plus interest, plus any disbursements and taxes and insurance on the Premises, plus interest thereon at the rate set forth in the Note, and any other sums advanced in accordance with the terms hereof or any of the other Loan Documents to protect the security of this Mortgage or any of the Loan Documents.

(c) **Receiver.** In addition to any provision of this Mortgage authorizing the Mortgagee to take or be

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placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities and duties as provided for in the aforementioned sections of the Act. The Receiver shall have the power to market, sell and convey the Premises.

(d) **Mortgagee-in-Possession.** Nothing shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of actual taking of possession of the Premises by Mortgagee.

(e) **Mortgagee's Right of Possession.** Upon or at any time after filing a complaint to foreclose this Mortgage, the court may appoint Mortgagee as mortgagee-in-possession of the Premises. Mortgagor hereby waives any rights it may have to object to such appointment. Such appointment may be made before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor and without regard to the then value of the Premises. Upon such appointment, Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, and Mortgagor shall surrender such possession to Mortgagee, together with all documents, books, records, papers and accounts of Mortgagor as may be necessary or desirable in connection with the management and operation of the Premises. Mortgagee may exclude Mortgagor, its agents and servants wholly therefrom and may act 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 Premises and conduct the business thereof in such manner as it deems proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power:

- (i) to cancel or terminate any lease or sublease for any cause or on any grounds that would entitle Mortgagor to cancel the same; to elect or disaffirm any lease or sublease which is then subordinate to the then hereof; to extend or modify any existing leases and to make new leases, 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 Note and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale,
- (ii) to make all necessary or proper repairs and improvements to the Premises as to it may seem judicious;
- (iii) to use and apply the avails, rents, issues, profits and proceeds of the Premises in payment of or on account of the following, in such order as Mortgagee may determine: to the payment of the operating expenses of the Premises, including cost of management and leasing thereof, lease commissions, established claims for damages, if any; premiums on insurance herein authorized; taxes and special assessments; and if this is a leasehold Mortgage, of all rents due or which may become hereafter due under the underlying lease; and
- (iv) to the payment of the Debt or any deficiency which may result from any foreclosure sale.

(f) **Submission to Jurisdiction.** MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND MORTGAGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. MORTGAGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. MORTGAGOR IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH MORTGAGOR AT ITS ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF MORTGAGEE. MORTGAGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER

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PROVIDED BY LAW.

(g) MORTGAGOR AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST MORTGAGEE OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PREMISES THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF MORTGAGEE TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF MORTGAGEE TO BRING ANY ACTION OR PROCEEDING AGAINST MORTGAGOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

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Property of Cook County Clerk's Office

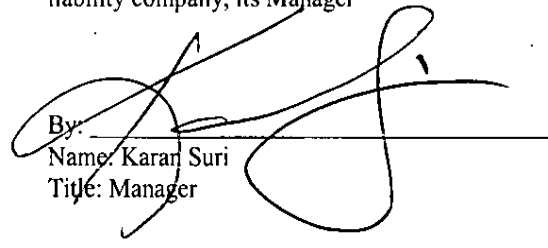
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IN WITNESS WHEREOF, the undersigned has executed this Mortgage as an instrument under seal as of the day and year first above written.

Mortgagor:

613 NORTH WELLS STREET, LLC
a Delaware limited liability company

By: Hawkins Way Capital, LLC, a Delaware limited liability company, its Manager

By: 
Name: Karan Suri
Title: Manager

Property of Cook County Clerks

ACKNOWLEDGEMENTS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

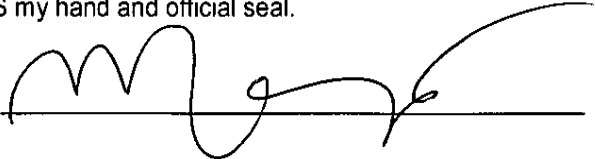
State of California)

County of Los Angeles) ss.

On 11-1-18 before me, Mayling Gonzalez Arroyo, Notary Public, personally appeared Karan Suri, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Drafted by

Greenberg Glusker Fields Claman & Machtinger LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067

When Recorded Return To:

Greenberg Glusker Fields Claman & Machtinger LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, California 90067

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EXHIBIT A

DESCRIPTION OF REAL ESTATE

LOTS 5 AND 6 IN BLOCK 5 IN NEWBERRY'S ADDITION TO CHICAGO, A SUBDIVSIION IN THE WEST 1/2 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Real Estate: 611 N. Wells Street, Chicago, IL 60654

PIN: 17-09-231-002-0000

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EXHIBIT B

PERMITTED ENCUMBRANCES

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT C

SCHEDULE 1

(Description of "Debtor" and "Secured Party")

A. Debtor:

- i. The name and identity of the Debtor is 613 NORTH WELLS STREET, LLC, a Delaware limited liability company.
- ii. The address of the Debtor in the State of Illinois is:

613 North Wells Street, LLC
Attn: General Manager
613 North Wells Street
Chicago, Illinois 60654

- B. Secured Party: The name of the Secured Party is Wolff Hotel Equity Fund Partners LP, a California limited partnership

SCHEDULE 2

(Notice Mailing Addresses of "Debtor" and "Secured Party")

- A. The mailing address of the Debtor is 11828 La Grange Avenue, Los Angeles, California 90025.
- B. The mailing address of the Secured Party is 11828 La Grange Avenue, Los Angeles, California 90025.