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Doc# 2004140004 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/10/2020 01:54 PM PG: 1 OF 27

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

The property identified as: PIN: 10-29-209-032-0000

Address:

Street: 5950 WEST HOWARD STREET

Street line 2:

City: SKOKIE

State: IL

ZIP Code: 60077

Lender: ASSOCIATED BANK, NATIONAL ASSOCIATION

Borrower: KTJ 329, LLC

Loan / Mortgage Amount: \$2,300,000.00

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

Vertical stamp: S, P, S, M, SC, E, INT with handwritten marks and signature

Certificate number: 908B409C-305F-449E-A11C-9D7AD2342991

Execution date: 2/7/2020

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This space reserved for Recorders use only.

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING, RETURN TO:

LEONARD, O'BRIEN, SPENCER,
 GALE & SAYRE, LTD.
 100 South Fifth Street, Suite 2400
 Minneapolis, Minnesota 55402

Cook County:

Address: 5950 West Howard Street, Skokie, Illinois
 PIN: 10-29-209-032-0000

**COMBINATION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
 SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**

This Combination Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement ("Mortgage") dated as of February 7, 2020, is made by KTJ 329, LLC, a Minnesota limited liability company, with an address at 400 Water Street, Suite 200, Excelsior, Minnesota 55331 (the "Mortgagor"), for the benefit of ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, with an address at 45 South 7th Street, Suite 2900, Minneapolis, Minnesota 55402 (the "Mortgagee"). Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Loan Agreement referred to below.

RECITALS

- A. The Mortgagor has entered into a Real Estate Term Loan Agreement, dated as of the date hereof, with the Mortgagee relating to the construction of an industrial building located in Skokie, Illinois (such Loan Agreement, together with any and all amendments, supplements or modifications thereto or restatements thereof, is herein called the "Loan Agreement"), which Loan Agreement is incorporated herein by this reference;
- B. Pursuant to the Loan Agreement, the Mortgagor has executed a Promissory Note, dated as of the date hereof, payable to the Mortgagee in the aggregate principal amount of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) to evidence the Mortgagor's obligation to repay the advances to be made by the Mortgagee under the Loan Agreement (together with any and all renewals, extensions or modifications thereof and any and all notes issued in substitution therefor, the "Note") which Note is incorporated herein by this reference;

COMBINATION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
 SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT
 KTJ 329, LLC
 Skokie, Illinois

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- C. The principal of the Note, with interest thereon at the rate or rates provided in the Note, is finally due and payable on August 7, 2020, unless the maturity date is extended in accordance with the terms of the Loan Agreement to February 7, 2021; and
- D. As a condition to entering into the Loan Agreement, the Mortgagee has required the execution and delivery of this Mortgage to the Mortgagee.

NOW, THEREFORE, in consideration of the premises contained herein and for the purpose of securing (a) all sums due and owing on the Note or pursuant to the Loan Agreement (the terms and conditions of the Note and the Loan Agreement are incorporated herein by reference and made a part hereof), with interest thereon at the variable rate or rates set forth therein, (b) all sums, with interest thereon at the same rate or rates as specified in the Note and the Loan Agreement, advanced in protecting the lien of this Mortgage, including taxes, assessments, charges, claims, fines, impositions, insurance premiums, amounts due upon prior or superior mortgages and other prior or superior liens, encumbrances and interests, the Mortgagee's fees provided for herein or in the other Loan Documents and legal expenses and attorneys' fees and all sums advanced for any other purpose authorized herein, (c) all other obligations, liabilities, covenants and agreements, now existing or hereafter arising, of the Mortgagor to the Mortgagee under the Note, under the Loan Agreement, under this Mortgage or under the other instruments which refer to or secure the Note or the Loan Agreement (hereinafter collectively referred to as the "Loan Documents"; and individually referred to as a "Loan Document"), (d) all prepayment fees or penalties payable pursuant to the Loan Documents, including any debts and obligations of the Mortgagor under any interest rate hedging documents and/or agreements now or hereafter entered into by the Mortgagor and Mortgagee or any of its affiliates with respect to the Loan, (e) payment and performance of all future advances and other obligations that the then record owner of all or part of the Mortgaged Property may agree to pay and/or perform (whether as principal, surety or guarantor) when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage, (f) all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note, (all of such obligations set forth above being herein collectively called the "Indebtedness"), the Mortgagor does hereby mortgage, convey, grant, bargain, sell, assign, transfer, pledge and warrant unto the Mortgagee forever, for the benefit of the Mortgagee, all the tracts or parcels of land located in Cook County, Illinois, described in Exhibit A attached hereto (the "Land"), together with all of the Mortgagor's present and future estate, right, title, claim and interest, now owned or hereafter acquired, in and to:

- (1) all of the buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land (the "Improvements");
- (2) all building materials, fixtures, furniture, appurtenances, apparatus, machinery, goods, supplies, equipment, vehicles, parts, tools and other tangible personal property, component parts and other constructions, corporeal movables of any and every nature whatsoever that is now or hereafter (A) attached or affixed to the Land or the Improvements, or both, (B) situated upon or about the Land or Improvements, or both, regardless of whether physically affixed or severed or capable of severance from the Land or Improvements, or (C) regardless of where situated or whether attached or detached from the Land or Improvements, used, usable, or intended to be used in connection with any present or future use, operation, occupation or enjoyment of or upon the Land, including without limitation any and all heating, air conditioning, water, gas, lighting, incinerating and power equipment; engines, compressors, conveyors,

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condensers, fans, dryers, blowers, pipes, pumps, tanks, motors, conduits, wiring and switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal and communications equipment and apparatus; boilers, furnaces, vacuum cleaning systems, elevators, exhaust systems, refrigerators, cabinets and partitions; rugs, attached floor coverings, lockers, building materials; furniture, finishings and office equipment; and any additions, accessions, renewals, replacements and substitutions of any or all of the foregoing, it being understood that the enumeration of any specific articles of tangible property shall in no way exclude or be held to exclude any items of tangible property not specifically mentioned;

- (3) all hereditaments, easements, servitudes, rights, rights of way, appurtenances, interests, privileges, licenses, permits and other rights of any nature whatsoever benefiting or otherwise appurtenant to the Land or to any of the Improvements, or both, including without limitation, the benefit of all rights-of-way, easements, riparian and littoral rights, water, water rights and powers, rights to and to sell fill, strips or gores of land, streets, alleys, ways, passages, paving, railroad sidings, drainage rights, sewer rights, and rights of ingress and egress to and from the Land and all adjoining property, whether now existing or hereafter arising, together with the reversion or reversions, remainder or remainders; leases, rents, issues, incomes, and profits of, related to or in any way arising, from any portion of the Land or the Improvements, including, without limitation, that certain Lease dated February 7, 2020 by and between the Debtor, as landlord and Caliber Holdings Corporation, a Delaware corporation, as tenant; all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances thereon or therein, development rights or credits, air rights, water, water rights flowing through, belonging or in any way appertaining to the Land, and all of the Mortgagor's water rights that are personal or movable property under Illinois law, including but not limited to all ditch and ditch rights, reservoir and reservoir rights, stock or interests in water, irrigation or ditch companies, permits, consents, operating agreements, consent orders and all other tangible property and rights relating to any or all of the aforesaid property or the operation thereof; all flowers, shrubs, landscaping, trees and timber and other emblements now or hereafter located on the Land or under or above the same, or any part of parcel thereof;
- (4) all of the water, sanitary and storm sewer systems and lines now or hereafter owned by the Mortgagor which are now or hereafter located on, over or upon the Land or any part thereof, including all water mains, service laterals, hydrants, valves and appurtenances, lift and pump stations, sanitary sewer lines, sanitary sewer mains, sanitary sewer laterals, sanitary sewer manholes and sanitary sewer appurtenances;
- (5) all of Mortgagor's right, title, interest, property, claim, demand, judgments, awards proceeds and settlements or payments, including interest thereon and the right to receive the same, at law as well as in equity, as a result of (A) insurance proceeds pursuant to the insurance provisions hereof, or (B) the exercise of the right of eminent domain or other condemnation or taking of the property encumbered by this Mortgage, or (C) the alteration of the grade of any street, or (D) any other injury to, condemnation of, taking or requisitioning of, conversion of (voluntary or involuntary), damage to or decrease in the value of the property encumbered by this Mortgage;
- (6) all cash funds, deposit accounts and other rights and evidence of rights of cash, now or hereafter created or held by the Mortgagee pursuant to this Mortgage or any other of the

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Loan Documents (as hereinafter defined), including, without limitation, all Funds (as hereinafter defined);

- (7) all contracts and agreements now or hereafter entered into, covering any part of the Mortgaged Property (as defined below) and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements;
- (8) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;
- (9) all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interests and privileges which the Mortgagor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements), all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements, all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements, and all insurance policies or binders now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon;
- (10) all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or in the Improvements;
- (11) all building materials, furniture, furnishings, equipment, supplies and all other personal property now or hereafter located in, or on, or used or intended to be used in connection with the Land or any of the Improvements and all replacements and additions thereto (excluding personal property and fixtures owned by tenants occupying space in the Improvements);
- (12) all plans; specifications; maps; surveys; studies; reports; permits; licenses; architectural, engineering, development, construction, management, maintenance, service and other contracts; books of account; insurance policies; purchase agreements; and other documents, of whatever kind or character, relating to the use, development, construction upon, occupancy, leasing, management, sale or operation of the Land and the Improvements;
- (13) any and all after-acquired interest of the Mortgagor in any of the foregoing, including the Land; and

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- (14) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing

(all of the foregoing, together with all of the Mortgagor's present and future estate, title and interest in and to the Land and the Improvements are collectively hereinafter referred to as the "Mortgaged Property").

To Have and To Hold the Mortgaged Property unto the Mortgagee, its successors and assigns, forever; provided, nevertheless, that this Mortgage is upon the express condition that if the Mortgagor shall pay as and when due and payable the principal of and interest on the Note and all other Indebtedness, and shall cancel and terminate any commitment of the Mortgagee to make future advances to the Mortgagor, and shall also keep and perform each and every covenant and agreement of the Mortgagor herein contained, then this Mortgage and the estate hereby granted shall cease and be and become void and shall be released and satisfied of record at the expense of the Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

The Mortgagor represents, warrants and covenants to and with the Mortgagee that: (a) the Mortgagor has good and merchantable title as owner to the Land and is lawfully seized of the Land in fee simple and has the sole right to possess and use the Mortgaged Property, subject only to those matters listed in Exhibit B attached hereto or those liens disclosed in any other Loan Document and has good right and full power and authority under all applicable provisions of law and under its Articles of Incorporation and Bylaws to execute this Mortgage and to mortgage and grant a security interest in the Mortgaged Property to the Mortgagee; (b) the Mortgaged Property is free from all liens, security interests and encumbrances except as listed in Exhibit B attached hereto and those liens disclosed in any other Loan Document; (c) the Mortgagor will warrant and defend the title to the Mortgaged Property at its sole cost and expense and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in Exhibit B or disclosed in any other Loan Document; (d) the Improvements are, or will be, located entirely within the boundaries of the Land; (e) no bankruptcy or insolvency proceedings are pending or contemplated by the Mortgagor or, to the best knowledge of the Mortgagor, against the Mortgagor or by or against any endorser, cosigner or guarantor of the Note; (f) all reports, certificates, affidavits, statements and other data furnished by the Mortgagor to the Mortgagee in connection with the Loan are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (g) the execution, delivery and performance of this Mortgage, the Note and all of the other Loan Documents have been duly authorized by all necessary action to be, and are, binding and enforceable against the Mortgagor in accordance with the respective terms thereof and do not contravene, result in a breach of or constitute (upon the giving of notice or the passage of time or both) a default under the articles of incorporation, bylaws or any other governing document of the Mortgagor, or any contract or agreement of any nature to which the Mortgagor is a party or by which the Mortgagor or any of its property may be bound and do not violate or contravene any law, order, decree, rule or regulation to which the Mortgagor is subject; (h) the Land and the Improvements and the intended use thereof by the Mortgagor comply in all material respects with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Land or the Improvements; (i) no part of the Mortgaged Property is the subject of any pending, or, to Mortgagor's knowledge, threatened or contemplated proceeding in the nature of condemnation or eminent domain; (j) there are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending or threatened against or affecting the Mortgagor or the Mortgaged Property which, if adversely determined, would materially impair either the Mortgaged Property or the Mortgagor's ability to perform the covenants or obligations required to be performed under the Loan Documents; (k) the Mortgaged Property is free from delinquent water charges, sewer rents, taxes and assessments; and (l) the Mortgagor possesses all licenses, permits, franchises, patents, copyrights,

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trademarks and tradenames adequate for the conduct of its business substantially as now conducted. The Land and Improvements constitute a separate tax parcel for purposes of ad valorem taxation. The Land and Improvements do not require any rights over, or restrictions against, other property in order to comply with any of the aforesaid governmental ordinances, orders or requirements, other than those rights or restrictions that have been obtained prior to the date hereof and are in place or those rights or restrictions that are freely available and may be obtained in the ordinary course. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Mortgaged Property.

The Mortgagor further covenants and agrees as follows:

1. Payment of the Note. The Mortgagor will duly and punctually pay the principal of and interest on the Note and all other sums payable under the Note and the Loan Agreement in accordance with the terms of the Note and the Loan Agreement and all other Indebtedness, when and as due and payable. The provisions of the Note and the Loan Agreement are hereby incorporated by reference into this Mortgage as if set forth at length herein.

2. Fund for Taxes and Assessments.

(a) Upon the written request by the Mortgagee at any time following the occurrence and during the continuance of an Event of Default hereunder, the Mortgagor shall pay to the Mortgagee on the first day of each month on the same day payments are due under the Note until the Note is paid in full, a sum equal to one-twelfth of the yearly taxes and assessments levied against the Mortgaged Property as estimated in good faith initially and from time to time by the Mortgagee, to be applied by the Mortgagee to pay said taxes and assessments (such amounts being hereafter referred to as the "Funds"). The Mortgagee shall apply the Funds to pay said taxes and assessments prior to the date that penalty attaches for nonpayment so long as the amount of Funds held by the Mortgagee is sufficient at that time to make such payments. If the amount of Funds held by the Mortgagee is insufficient to pay said taxes and assessments in full, Mortgagee shall so notify Mortgagor. No earnings or interest shall be payable to the Mortgagor on the Funds. Such Funds shall not be, nor be deemed to be, trust funds, and the Mortgagee shall have the right to hold the Funds in any manner the Mortgagee elects and may commingle the Funds with other moneys held by the Mortgagee. Mortgagee shall have no obligation to apply any portion of the Funds to pay taxes or assessments if the Funds are insufficient to fully pay the same.

(b) If the amount of the Funds held by the Mortgagee shall exceed at any time the amount deemed necessary by the Mortgagee to provide for the payment of taxes and assessments, such excess shall, at the option of the Mortgagee, either be promptly repaid to the Mortgagor or be credited to the Mortgagor on the next monthly installment of Funds due, and Mortgagee shall deliver notice of such election to Mortgagor. If at any time the amount of the Funds held by the Mortgagee shall be less than the amount deemed necessary by the Mortgagee to pay taxes and assessments as they fall due, the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency within thirty (30) days after notice from the Mortgagee to the Mortgagor requesting payment thereof.

(c) As additional security for the payment and performance by the Mortgagor of the Indebtedness, the Mortgagor hereby unconditionally and irrevocably assigns, conveys, pledges, mortgages, transfers, delivers, deposits, sets over and confirms unto the Mortgagee, and hereby grants to the Mortgagee, a security interest in, all of Mortgagor's right, title and interest, if any, in and to; (i) the Funds, (ii) the account into which the Funds have been deposited, (iii) all insurance on said account, (iv) all accounts, contract rights and general intangibles or other rights and interests pertaining thereto, (v) all sums now or hereafter therein or represented thereby, (vi) all

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replacements, substitutions or proceeds thereof, (vii) all instruments and documents now or hereafter evidencing the Funds or such account, (viii) all powers, options, rights, privileges and immunities pertaining to the Funds (including the right to make withdrawals therefrom), and (ix) all proceeds of the foregoing. The Mortgagor hereby assumes all risk of loss with respect to amounts on deposit in the Funds. The Mortgagor hereby knowingly, voluntarily and intentionally stipulates, acknowledges and agrees that the advancement of the funds from the Funds or such account as set forth herein is at the Mortgagor's direction and is not the exercise by the Mortgagee of any right of set-off or other remedy upon a default. The Mortgagor hereby waives all right to withdraw funds from the Funds except as provided for in this Mortgage. If an Event of Default shall occur and be continuing, then the Mortgagee may, without notice or demand on the Mortgagor, at its option: (A) withdraw any or all of the monies (including, without limitation, interest) then remaining in the Funds or such account and apply the same, after deducting all costs and expenses of safekeeping, collection and delivery (including, but not limited to, reasonable attorney's fees, costs and expenses) to the Indebtedness in such order of application as the Mortgagee shall deem appropriate (except that the Mortgagee may apply the monies in the Funds or such account, after deducting all of the Mortgagee's costs and expenses of safekeeping, collection and delivery, to pay taxes, assessments and insurance premiums which are then or will thereafter become due or to the Indebtedness in such order of application as the Mortgagee shall deem appropriate), and the excess, if any, shall be paid to the Mortgagor, (B) exercise any and all rights and remedies of a secured party under any applicable Uniform Commercial Code, or (C) exercise any other remedies available at law or in equity. Upon payment in full of all Indebtedness and the expiration or termination of any commitment of the Mortgagee to make advances under the Loan Agreement, the Mortgagee shall promptly refund to the Mortgagor any Funds held by the Mortgagee.

3. Payment of Taxes, Assessments and Other Charges. Subject to payments in the manner provided under paragraph 2 and to paragraph 7 relating to contests, the Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty (other than a usual and customary interest charge) is added to any installment for the nonpayment thereof. The Mortgagor shall likewise pay when due all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness. In the event of any legislative action or judicial decision after the date of this Mortgage, imposing upon the Mortgagee the obligation to pay any such taxes, assessments or other charges, or deducting the amount secured by this Mortgage from the value of the Mortgaged Property for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debts secured thereby, or the manner of the operation of any such taxes so as to affect the interests of the Mortgagee, then, and in such event, the Mortgagor shall bear and pay the full amount of such taxes, assessments or other charges. Notwithstanding the foregoing provisions of this paragraph, if for any reason payment by the Mortgagor of any such taxes, assessments or other charges would be unlawful, or if the payment thereof would render the indebtedness evidenced by the Note usurious, the Mortgagee may declare the whole sum secured by this Mortgage, with interest thereon, to be immediately due and payable. Upon written request for the same, the Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this paragraph and receipts evidencing such payments.

4. Payment of Utility Charges. Subject to paragraph 7 relating to contests, the Mortgagor shall pay all charges (exclusive of charges which are the obligations of third parties to pay) made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and will, promptly after written request of the Mortgagee, furnish proper receipts evidencing such payment.

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5. Liens. Subject to paragraph 7 hereof relating to contests, the Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Mortgaged Property or any part thereof, other than the liens set forth in Exhibit B hereto. The Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

6. Compliance with Permitted Encumbrances and Laws. Subject to paragraph 7 relating to contests, the Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use or operation thereof and shall comply with all covenants, conditions and restrictions applicable to the Mortgagor which are contained in any document constituting a permitted encumbrance as set forth in Exhibit B hereto.

7. Permitted Contests. The Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 3 hereof, (ii) pay any charge referred to in paragraph 4 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 5 hereof, or (iv) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 6 hereof, so long as the Mortgagor shall (1) contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof and (2) shall give such security to the Mortgagee as may be reasonably demanded by the Mortgagee to ensure payment of the amount so contested in the event that the Mortgagor loses such contest; it being understood and agreed that the Mortgagor shall promptly pay or cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final. The Mortgagor shall give prompt written notice to the Mortgagee of the commencement of any contest referred to in this paragraph 7.

8. Insurance.

(a) Risks to be Insured. Mortgagor shall, at its sole cost and expense, procure and maintain continuously in effect, or cause said to be done, with respect to the Mortgaged Property, the insurance required by the Loan Agreement.

Mortgagor shall deposit with Mortgagee policies evidencing all such insurance, or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Promptly after written request therefor, Mortgagee shall be furnished with proof reasonably satisfactory to it of payment of renewal premiums. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel or refuse to renew it without giving written notice to Mortgagee at least thirty (30) days before the cancellation or non-renewal becomes effective. Before the expiration of any policy of insurance herein required, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no necessity therefor under the terms hereof.

(b) Delivery of Certificates/Policy. The Mortgagor will deliver to the Mortgagee copies of certificates or policies satisfactory to the Mortgagee evidencing the insurance which is required under the Loan Agreement.

(c) Assignment of Policies. In the event of the entry of judgment of foreclosure, sale of the Mortgaged Property by non-judicial foreclosure sale (if permitted by law) or delivery of a

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deed in lieu of foreclosure, Mortgagee hereby is authorized (without the consent of Mortgagor) to assign any and all policies to the purchaser or transferee thereunder, or to take such other steps as Mortgagee may deem advisable to cause the interest of such transferee or purchaser to be protected by any of the policies without credit or allowance to Mortgagor for prepaid premiums thereon.

(d) Notice of Damage or Destruction, Adjusting Loss. If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Mortgagor will promptly give written notice thereof to the insurance carrier and to the Mortgagee, and will not adjust any damage or loss which is estimated by the Mortgagee in good faith to exceed \$50,000.00 unless the Mortgagee shall have joined in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four-month period or at any time thereafter and be then continuing, the Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In such event, the Mortgagor does hereby irrevocably authorize, empower and appoint the Mortgagee as attorney-in-fact for the Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of the Mortgagor during the continuance of an Event of Default.

(e) Application of Insurance Proceeds. All sums paid under any policy of property insurance required hereunder shall be paid to Mortgagee or, at Mortgagee's option, to a disbursing agent designated by Mortgagee. Such amounts shall be disbursed in the same manner as the Loan was disbursed pursuant to the Loan Agreement for the restoration of the Mortgaged Property, unless an Event of Default has occurred and is then continuing or less than six (6) months remain prior to the maturity of the indebtedness evidenced by the Note, in which case the Mortgagee shall, at its option, apply the same, whether or not its security is impaired (after first deducting therefrom the Mortgagee's expenses incurred in collecting the same including, but not limited to, reasonable attorneys' fees) to the reduction of the indebtedness or to the payment of the restoration, repair, replacement or rebuilding of the Mortgaged Property that is damaged or destroyed, in such manner as the Mortgagee may determine. Any application of insurance proceeds shall not extend or postpone the due dates of the monthly installments payable under the Note or change the amount of such installments.

(f) Reimbursement of the Mortgagee's Expenses. The Mortgagor shall promptly reimburse the Mortgagee within thirty (30) days after demand for all of the Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses, together with interest from the date of disbursement at an annual rate equal to the interest rate then in effect under the Note (unless collection of interest from the Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law) shall be additional amounts secured by this Mortgage.

9. Preservation and Maintenance of the Mortgaged Property. The Mortgagor (i) shall keep or cause to be kept the Improvements now or hereafter erected on the Land in safe and good repair and condition, ordinary wear and tear, depreciation, and losses by casualty or condemnation excepted; (ii) shall, upon damage to or destruction of the Mortgaged Property or any part thereof by fire or other casualty, restore, repair, replace or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purpose, unless the Mortgagee shall have elected to apply insurance proceeds to the reduction of the Indebtedness in accordance with paragraph 8(e) above; (iii)

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shall not commit waste or permit impairment or deterioration of the Mortgaged Property; (iv) intentionally deleted; (v) shall not remove from the Land any of the fixtures and personal property included in the Mortgaged Property except as permitted by the Loan Agreement; and (vi) shall obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage. The Mortgagor shall not initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restrictions, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof, nor shall the Mortgagor initiate, join in, acquiesce in, or consent to any zoning change or zoning matter affecting the Mortgaged Property without the consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. If under applicable zoning provisions the use of all or any portion of the Mortgaged Property is or shall become a nonconforming use, the Mortgagor will not cause or permit such nonconforming use to be discontinued or abandoned without the express written consent of the Mortgagee.

10. Inspection. The Mortgagee, or its agents, shall have the right at all reasonable times, upon reasonable notice and with minimal disruption to the Mortgagor and its tenants, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof; it being understood that such rights of inspection shall not affect the rights of inspection granted to the Mortgagee in the Loan Agreement.

11. Protection of the Mortgagee's Security. Subject to the rights of the Mortgagor under paragraph 7 hereof, if the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage and the Loan Agreement, and such failure continues beyond applicable notice and cure periods, or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, and the same is not promptly discharged by Mortgagor, then the Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee reasonably deems necessary to protect the Mortgagee's interests. The Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) to enter upon the Mortgaged Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided after an Event of Default has occurred and during the continuance thereof. Any actual, out-of-pocket, reasonable amounts or expenses disbursed or incurred by the Mortgagee pursuant to this paragraph 11, with interest thereon, shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the interest rate then in effect under the Note, unless collection from the Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law. The Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 11 shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken, unless such action constitutes gross negligence or willful misconduct by the Mortgagee pursuant to this paragraph 11.

12. Condemnation.

(a) The Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable to the Mortgagor on account of the Mortgaged Property by

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reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings (hereinafter called "Taking"). Forthwith upon receipt by the Mortgagor of notice of the institution of any proceeding or negotiations for a Taking, the Mortgagor shall give written notice thereof to the Mortgagee. The Mortgagee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. The Mortgagor, notwithstanding that the Mortgagee may not be a party to any such proceeding, will promptly give to the Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by the Mortgagor therein. The Mortgagor will not enter into any agreement permitting or consenting to the taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless the Mortgagee shall first have consented thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All Taking awards shall be adjusted jointly by the Mortgagor and the Mortgagee. All awards payable as a result of a Taking shall be paid to the Mortgagee, which may, at its option, apply them, after first deducting the Mortgagee's expenses incurred in the collection thereof, to the payment of the Indebtedness, whether or not due and in such order of application as the Mortgagee may determine, or to the repair or restoration of the Mortgaged Property, in such manner as the Mortgagee may determine. Notwithstanding the previous sentence, any award payable as a result of a Taking that the Mortgagee reasonably believes will last no longer than six (6) months, after deducting the Mortgagee's expenses incurred in the collection thereof, shall be applied by the Mortgagee first to make improvements necessitated by such Taking and then in accordance with the previous sentence. Any application of Taking awards shall not extend or postpone the due dates of any regularly scheduled payment or mandatory prepayment payable under the Note or change the amount of any such payment or prepayment.

(b) If the Taking involves the taking of any Improvement now or hereafter located on the Land, the Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and complete repair or restoration of the Mortgaged Property as nearly as possible to its respective size, type and character immediately prior to the Taking, to the extent condemnation awards are available or adequate to complete such repair or restoration. The Mortgagor shall promptly reimburse the Mortgagee upon demand for all of the Mortgagee's expenses (including reasonable attorney's fees) incurred in the collection of awards and their disbursement in accordance with this paragraph, and all such expenses, together with interest from the date of disbursement at the interest rate then in effect under the Note (unless collection of interest from the Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law) shall be additional amounts secured by this Mortgage.

13. Sale, Transfer or Encumbrance. If the Mortgagor shall voluntarily, involuntarily or by operation of law agree to, cause, suffer or permit (a) any sale, transfer, lease, sublease or conveyance of any interest of the Mortgagor, legal or equitable, in the Mortgaged Property, except as may be permitted in the Loan Agreement; (b) any sale, transfer or encumbrance of any of the membership interests in the Mortgagor; or (c) any mortgage, pledge, encumbrance or lien to be outstanding against the Mortgaged Property or any portion thereof, or any security interest to exist therein, except as created by this Mortgage and the other documents which secure the Note, and except as listed in Exhibit B, without, in each instance, the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, the Mortgagee may, at its election, declare the Indebtedness to be immediately due and payable, upon notice to Mortgagor, and upon such declaration and notice the entire Indebtedness shall be immediately due and payable.

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No transfer, conveyance, lease, sale or other disposition shall relieve the Mortgagor from personal liability for its obligations hereunder or under the Loan Agreement or the Note, whether or not the transferee assumes this Mortgage. The Mortgagee may, without notice to the Mortgagor, deal with any successor owner of all or any portion of the Mortgaged Property in the same manner as with the Mortgagor, without in any way discharging the liability of the Mortgagor hereunder or under the Loan Agreement or the Note.

14. Security Interest. This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) (i) all personal or movable property and fixtures included in the Mortgaged Property and (ii) the Funds, as more specifically described in the granting clauses above and in paragraph 2 above. The Mortgagor hereby authorizes the Mortgagee to file of record any and all financing statements, amendments to financing statements, continuation statements, and other filing or recording documents or instruments without the signature of the Mortgagor covering such personal or movable property and fixtures and related to the Funds (in a form satisfactory to the Mortgagee and in such offices as the Mortgagee reasonably deems appropriate) as the Mortgagee may reasonably consider necessary or appropriate to perfect its security interest in all personal property, fixtures and Funds.

15. Assignment of Leases and Rents.

(a) The Mortgagor hereby assigns and transfers to the Mortgagee all of the Mortgagor's right, title and interest in and to all leases, rents, issues, income or profits from the Mortgaged Property and each and every part thereof, including all present and future leases and rental agreements, for the purpose of securing the Indebtedness. The Mortgagor agrees not to default in performing its obligations under any lease or rental agreement with respect to the Mortgaged Property or any part thereof. This assignment may be enforced by the Mortgagee at any time during the continuance of an Event of Default hereunder, without regard to the adequacy of the security hereof or the solvency of the Mortgagor, by any one or more of the following methods: (i) the appointment of a receiver; (ii) the Mortgagee's taking possession of the Mortgaged Property; (iii) the collection by the Mortgagee of any moneys payable under leases, purchase agreements or rental agreements directly from the parties obligated to make such payment; (iv) the obtaining of an injunction and (v) any other method permitted by law. This assignment shall constitute a perfected, absolute and present assignment; provided, however, that the Mortgagor shall have the right to collect the rents and to retain, use and enjoy the same unless and until an Event of Default occurs hereunder that continues beyond applicable notice and cure periods. Receipt by the Mortgagee of rents, issues and profits and deposits shall not constitute a waiver of any right that the Mortgagee may enjoy under this Mortgage or under the laws of the State of Illinois, nor shall the receipt and application thereof cure any Event of Default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage and the laws of the State of Illinois. There shall be no merger of the leasehold estates, created by the leases, with the fee estate of the Mortgaged Property without the prior written consent of the Mortgagee.

(b) This assignment shall extend to and cover any and all extensions and renewals of existing and future leases and to any and all present and future rights against guarantors of any such obligations and to any and all rents, issues and profits collected under leases or other rentals. This assignment is given to facilitate payment and performance of the Loan Agreement, the Note, this Mortgage and any other agreements at any time securing the Indebtedness. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any lease or under or by reason of this assignment, and the Mortgagor shall and does hereby agree to indemnify and to hold the Mortgagee harmless from any liability, loss or damage that it might incur under any lease or under or by reason of this assignment and from any claims and demands

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whatsoever that may be asserted against it by reason of any alleged obligations or undertakings on the Mortgagee's part. Unless otherwise specified by the Mortgagee in writing, all existing and future leases for the use or occupancy of all or any part of the Mortgaged Property shall be subordinate to the lien of this Mortgage. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact, coupled with an interest, empowering the Mortgagee to subordinate any leases to this Mortgage. In pursuance of this assignment, and not in lieu hereof, the Mortgagor shall on demand give the Mortgagee separate specific assignments of rents and leases, in form and substance reasonably satisfactory to Mortgagee and Mortgagor, covering some or all of the leases, the terms of such assignments being incorporated herein by reference. The Mortgagee is hereby authorized to notify all lessees and tenants of the Mortgaged Property of the existence of any and all such assignments. The Mortgagor hereby authorizes and directs the lessees and tenants of the premises that, upon written notice from the Mortgagee, all payments required under said leases and rental agreements or in any way respecting the same, shall be made directly to the Mortgagee as they become due. The Mortgagor hereby relieves said purchasers, lessees and tenants from any liability to the Mortgagor by reason of said payments being made to the Mortgagee. With or without exercising the rights set forth in paragraph 17 hereof, the Mortgagee is authorized to give such written notice to tenants at any time during the continuance of an Event of Default hereunder beyond applicable notice and cure periods.

(c) All rents, profits, issues or income derived from the Mortgaged Property that are collected by the Mortgagee, its agent or a receiver pursuant to this paragraph 15 each month shall be applied in such order as required by law or as the Mortgagee may determine. The rights and powers of the Mortgagee under this paragraph 15 and the application of rents, profits, issues or income under this paragraph 15(c) shall continue until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

16. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (an "Event of Default"):

(a) An Event of Default shall occur and be continuing under the Note or the Loan Agreement beyond applicable notice and cure periods; or

(b) Any representation or warranty made by the Mortgagor in this Mortgage shall be untrue in any material respect as and when made; or

(c) The Mortgagor shall default in the performance of or breach its agreement contained in paragraph 13 hereof; or

(d) The Mortgagor shall fail to duly and punctually pay when and as due any payment for taxes and assessments required by paragraph 3 to be paid or shall fail to provide the insurance coverage required by paragraph 8(a) and such failure shall continue for ten (10) calendar days after notice and demand for cure; or

(e) The Mortgagor shall fail duly to perform or observe any covenant or agreement contained in this Mortgage (other than a covenant or agreement which is elsewhere in this paragraph 16 specifically dealt with) and such failure shall continue for thirty (30) calendar days after written notice thereof shall have been given to the Mortgagor by the Mortgagee, provided that, if cure cannot reasonably be effected within such 30-day period, such failure shall not be an Event of Default so long as the Mortgagor uses its best efforts to immediately and diligently proceed to cure within such period and thereafter diligently (in any event within 120 days after receipt of such notice) prosecutes such cure to completion; or

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(f) A judgment, writ or warrant of attachment or execution or similar process shall be entered and become a lien on, or issued or levied against, the Mortgaged Property or any part thereof and shall not either be released, vacated or fully bonded within thirty (30) calendar days after discovery by the Mortgagor or be contested in compliance with all of the terms and conditions of paragraph 7 above.

17. Acceleration, Foreclosure; Remedies. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, the Mortgagee shall have all rights and remedies available under applicable law and may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies under paragraph 15 above or otherwise available to it):

(a) The Mortgagee may, by written notice to the Mortgagor, declare immediately due and payable the entire unpaid principal balance of the Note together with all other Indebtedness, and the same shall thereupon be immediately due and payable, without further notice or demand.

(b) The Mortgagee shall have and may exercise with respect to all personal or movable property, fixtures and/or the Funds which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code as in effect in the State of Illinois. If notice to the Mortgagor of the intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Mortgagor (in the manner specified in paragraph 21) at least thirty (30) calendar days prior to the date of intended disposition. Any such disposition may be either public or private as Mortgagee may so elect, subject to the provisions of the Uniform Commercial Code as in effect in the State of Illinois. The Mortgagor shall pay on demand all costs and expenses incurred by the Mortgagee in exercising such rights and remedies, including but not limited to reasonable attorneys' fees and legal expenses. Any sale of the personal property and fixtures and/or the Funds may be made in conjunction with any sale of the other Mortgaged Property.

(c) The Mortgagee may institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Mortgaged Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner.

(d) The Mortgagee may, with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Indebtedness not then due, unimpaired and without loss of priority.

(e) The Mortgagee may sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law.

(f) The Mortgagee may, as a matter of strict right, seek the appointment of a receiver to take charge of the Mortgaged Property, to collect the Rents, issues, income and profits therefor, to care for and repair the Mortgaged Property, to improve the same when necessary or desirable, to lease and rent the Mortgaged Property or portions thereof (including leases extending beyond

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the term of the receivership), and otherwise to use the property and to exercise such other duties as may be fixed by the court. The Mortgagor specifically agrees for the benefit of Mortgagee, as a matter of strict right, that the court may appoint a receiver without regard to the adequacy of the Mortgagee's security or the solvency of the Mortgagor or any guarantor of any of the Indebtedness and without regard to any other matters normally taken into account by courts in the discretionary appointment of receivers, it being the intention of the Mortgagor hereby to authorize the appointment of a receiver as a matter of strict right, whenever an Event of Default has occurred and the Mortgagee has requested the appointment of a receiver. The Mortgagor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of the Mortgagee) designated by the Mortgagee as receiver and hereby waives its rights to suggest or nominate any person or firm as receiver in opposition to that designated by the Mortgagee.

(g) To the extent permitted by applicable law, the Mortgagor hereby waives any and all right to have the Mortgaged Property marshaled. In exercising its rights and remedies, the Mortgagee shall be free to sell all or any part of the Mortgaged Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Mortgaged Property deeds of conveyance pursuant to law. The Mortgagee shall be entitled to bid at any public sale on all of any portion of the Mortgaged Property.

(h) The Mortgagee may in the name, place and stead of the Mortgagor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (ii) make, enforce, modify and accept surrender of any leases; (iii) obtain or evict tenants, collect, sue for, fix or modify any Rents and enforce all rights of the Mortgagor under any Leases and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Mortgage.

(i) The Mortgagee shall, at its option, have the right, acting through its agent or attorneys, with process of law, forcibly or otherwise, to enter upon and take possession of the Mortgaged Property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents including all those paid by Mortgagor as provided for below, issues and profits thereof, and to manage, control and operate the same, including the right of making all repairs and replacements deemed necessary by the Mortgagee, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all costs and expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income, if any, to the indebtedness secured hereby or upon any deficiency decree entered in any foreclosure proceedings. At the option of the Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Mortgagor at the address of the Mortgagor last appearing on the records of the Mortgagee. The Mortgagor agrees to surrender possession of the Mortgaged Property to the Mortgagee immediately upon the occurrence of an Event of Default when requested by the Mortgagee. If the Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such default, such possession shall be as a tenant at sufferance of the Mortgagee, and the Mortgagor agrees to pay to the Mortgagee, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by the Mortgagor, to be applied as provided above in the first sentence of this subsection, and to be paid in advance on the first day of each calendar month, and, in default of so doing, the Mortgagor may be dispossessed by the usual summary proceedings. In the event the Mortgagor shall so remain in possession of all, or any part of, the Mortgaged Property, said

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reasonable monthly rental shall be in amounts established by the Mortgagee in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure of any application for, or appointment of, a receiver; or

18. Estoppel Certificate. The Mortgagor shall, at any time and from time to time, upon not less than 30 calendar days prior notice by the Mortgagee, execute, acknowledge and deliver, without charge, to the Mortgagee or to any person designated by the Mortgagee, a statement in writing certifying that this Mortgage is unmodified (or if there has been modifications, identifying the same by the date thereof and specifying the nature thereof), the aggregate principal amount then secured hereby and the aggregate unpaid balance of the Note, that the Mortgagor has not received any notice of default or notice of acceleration or foreclosure of this Mortgage (or, if the Mortgagor has received such notice, that it has been revoked, if such be the case), that to the knowledge of the Mortgagor, no Event of Default exists hereunder (or, if any Event of Default exists, specifying the same and stating that the same has been cured, if such be the case), that the Mortgagor to its knowledge has no claim or offset against the Mortgagee (or, if the Mortgagor has any such claim, specifying the same), and the dates to which the interest and the other sums and charges payable by the Mortgagor pursuant to the Note have been paid.

19. Forbearance Not a Waiver; Rights and Remedies Cumulative. No delay by the Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Mortgagee of any particular provision of this Mortgage shall be deemed effective unless in writing signed by the Mortgagee. All such rights and remedies provided for herein or which the Mortgagee or any other holders of the Note may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. The Mortgagee's taking action pursuant to paragraph 11 or receiving proceeds, awards or damages pursuant to paragraphs 8 or 12 shall not impair any right or remedy available to the Mortgagee under paragraph 17. The Mortgagee's exercise of any of the rights or remedies under this Mortgage and the application of the Rents, profits and income pursuant to paragraph 15, shall not cure or waive any Event of Default (or notice of default) under this Mortgage or invalidate any act done pursuant to such notice. Acceleration of maturity of the Note, once claimed hereunder by the Mortgagee, may, at the option of the Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Note. The rights and powers of the Mortgagee under this Mortgage shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

20. Successors and Assigns Bound; Number; Gender; Agents; Captions; Amendments. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and the Mortgagor; provided, however, that this paragraph shall not limit the effect of paragraph 13. Whenever used herein, except as otherwise required by the context, the singular shall include the plural, the plural the singular, and the use of any gender shall apply to all genders. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. No amendment of this Mortgage shall be effective unless in a writing executed by the Mortgagor and the Mortgagee.

21. Notice. Any notices or other communications to any party hereto shall be deemed to have been sufficiently given when delivered, mailed or telecopied in accordance with the notice provisions set forth in the Loan Agreement.

22. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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23. Waivers of Marshalling. The Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waive any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

24. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in the granting clauses of this Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

KTJ 329, LLC
400 Water Street, Suite 200
Excelsior, Minnesota 55331

Type of organization: Corporation
Jurisdiction of organization: Minnesota
Organizational Identification No. 1134711500020

(b) Name and Address of Secured Party:

Associated Bank, National Association
45 South 7th Street, Suite 2900
Minneapolis, Minnesota 55402
Attn: Commercial Real Estate Division

(c) This document covers goods which are or are to become fixtures.

(d) The Mortgagor is the record owner of the Land.

The Mortgagor will not change its place of business set forth above or change the state of its registration, or change its name, without in each instance the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, delayed or conditioned. The Mortgagee's consent will, however, be conditioned upon, among other things, the execution and delivery of additional financing statements, security agreements and other instruments which may be necessary to effectively evidence or perfect the Mortgagee's security interest in the Mortgaged Property as a result of such changes. The Mortgagor hereby authorizes the Mortgagee to file of record any and all financing statements, amendments to financing statements, continuation statements, and other filing or recording documents or instruments without the signature of the Mortgagor and in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect a fixture filing under the Uniform Commercial Code as in effect in Illinois.

25. Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to zero from time to time, or may increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$50,000,000, plus interest

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thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the rate then in effect pursuant to the Note.

26. Further Assurances. At any time and from time to time until payment in full of the Indebtedness, the Mortgagor will, at the request of the Mortgagee, promptly execute and deliver to the Mortgagee such additional, commercially reasonable instruments as may be reasonably required further to evidence the lien of this Mortgage and further to protect the security interest of the Mortgagee with respect to the Mortgaged Property, including but not limited to additional security agreements, financing statements and continuation statements. Any expenses incurred by the Mortgagee in connection with the preparation and recording of any such instruments, including but not limited to reasonable attorneys' fees, shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be due and payable within thirty (30) days after notice and demand therefor, and shall bear interest from the date of disbursement at the interest rate then in effect under the Note, unless collecting from the Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law.

27. Construction Mortgage. This Mortgage secures an obligation incurred for the construction of an improvement on land, including the acquisition cost of the land and is a "Construction Mortgage" as that term is used in the Illinois Uniform Commercial Code.

28. Mortgagor's Indemnification. The Mortgagor shall and does hereby agree to indemnify and to hold the Mortgagee harmless of and from any and all claims, demands, liability, loss or damage (including all costs, expenses, and reasonable attorneys' fees in the defense thereof) asserted against, imposed on or incurred by the Mortgagee by any third parties in connection with or as a result of the Note, this Mortgage or the other Loan Documents or the exercise of any rights or remedies under this Mortgage, other than any such claims, demands, liability, loss or damages arising from the Mortgagee's willful misconduct or gross negligence. Should the Mortgagee incur any such liability, the amount thereof, together with interest thereon at the interest rate stated in the Note, shall be secured hereby and by this Mortgage and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

29. Environmental Indemnity. Notwithstanding anything to the contrary set forth herein, in the Note, the Loan Agreement or any of the Loan Documents, this Mortgage shall not secure the obligations of Mortgagor or any other Indemnitor (as defined in the Indemnity Agreement) under the Environmental and ADA Indemnity Agreement dated as of the date hereof given by the Mortgagor to the Mortgagee (together with any amendment or modification thereto, the "Indemnity Agreement"), which obligations shall not be a part of the Indebtedness. Any breach or default pursuant to the Indemnity Agreement shall constitute an Event of Default hereunder, notwithstanding the fact that the Indemnity Agreement is not secured by this Mortgage.

30. Attorneys' Fees. As used in this Mortgage and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

31. GOVERNING LAW; FORUM. THIS MORTGAGE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES; PROVIDED, HOWEVER, THAT IN CONNECTION WITH ANY PROVISIONS RELATING TO THE LIEN CREATED BY THIS MORTGAGE, THE CREATION, PERFECTION, PRIORITY, VALIDITY AND ENFORCEMENT OF THE LIEN OF THIS MORTGAGE AND FORECLOSURE OF THE LIEN, SUCH PROVISIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

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ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED, AT MORTGAGEE'S OPTION, EXCLUSIVELY IN THE COURTS OF THE STATE OF MINNESOTA OR IN THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA OR THE DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT OR FORECLOSURE AGAINST THE MORTGAGED PROPERTY OR ANY OTHER COLLATERAL MAY BE BROUGHT, AT THE MORTGAGEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH MORTGAGED PROPERTY OR OTHER COLLATERAL MAY BE FOUND; AND PROVIDED FURTHER THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE BENEFICIARY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION.

32. WAIVER OF JURY TRIAL. EACH OF THE UNDERSIGNED, AND (BY ACCEPTING THE BENEFITS HEREOF) MORTGAGEE, HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

33. Fees. The Mortgagor shall pay on demand all appraisal fees, survey fees, recording fees, license and permit fees, title insurance and other insurance premiums incurred by the Mortgagee in connection with the Note, this Mortgage and the other Loan Documents and the transactions contemplated hereby, and all other costs and expenses incurred by the Mortgagee in connection with the negotiation, preparation, execution, recording, satisfaction, or enforcement of the Note, this Mortgage and the other Loan Documents, including all reasonable fees and out-of-pocket expenses of counsel for the Mortgagee with respect thereto. All such costs, expenses and fees shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be due and payable immediately upon their disbursement by the Mortgagee, and shall bear interest from the time of such disbursement at the interest rate then in effect under the Note, or, if such rate is illegal or usurious, at the maximum rate permitted by law, and shall be secured by this Mortgage.

34. Loan Agreement. This Mortgage is the Mortgage referred to in, and is given as security for the due and punctual performance, observance and payment by the Mortgagor of the terms and conditions set forth in the Loan Agreement, the terms and conditions of which are incorporated herein by reference. In addition to their remedies hereunder during the continuance of an Event of Default, the Mortgagee may, but shall not be required to, avail itself of any or all of the rights and remedies available to it under the Loan Agreement, and any sums expended by the Mortgagee in availing itself of such rights and remedies shall bear interest thereon at the interest rate then in effect under the Note and shall be so much additional Indebtedness, and shall be payable to the Mortgagee immediately upon demand; provided, however, no such payment by the Mortgagee shall be considered as waiving any such Event of Default.

35. State Specific Provisions. In the event of any contradiction elsewhere in this Mortgage, the provisions of this Section 35 will govern.

(a) It is the express intention of the Mortgagor and the Mortgagee that the rights, remedies, powers and authorities conferred upon the Mortgagee pursuant to this Mortgage shall

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include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Illinois Mortgage Foreclosure Law (735 ILCS § 5/15-1101 et seq.) (herein called the "Act") and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Mortgage shall be inconsistent with any provision in the Act, the provisions of the Act shall take precedent over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether provided for in this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

(c) The powers, authorities and duties conferred upon the Mortgagee, in the event that the Mortgagee takes possession of the Mortgaged Property, and upon a receiver hereunder, shall also include all such powers, authority and duties as may be conferred upon a Mortgagee in possession or receiver under and pursuant to the Act. To the extent the Act may limit the powers, authorities and duties purportedly conferred hereby, such power, authorities and duties shall include those allowed, and be limited as proscribed by Act at the time of their exercise or discharge.

(d) The Mortgagor knowingly and voluntarily waives, on behalf of itself and all persons or entities now or hereafter interested in the Mortgaged Property, to the fullest extent permitted by applicable law including Act, (i) all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption, single action, election of remedies and marshaling statutes, laws or equities now or hereafter existing, (ii) any and all requirements that at any time any action may be taken against any other person or entity and the Mortgagor agrees that no defense based on any thereof will be asserted in any action enforcing this Mortgage, and (iii) any and all rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act or to cure any defaults, except such rights of reinstatement and cure as may be expressly provided by the terms of this Mortgage and the other Loan Documents.

(e) THE MORTGAGOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE, DISCLAIMS ANY STATUS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF THE ACT, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE MORTGAGED PROPERTY DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

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

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(i) all advances by the Mortgagee in accordance with the terms of the Loan Documents to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority hereof; or (C) enforce this Mortgage, each as referred to in subsection (b)(5) of Section 5/15-1302 of the Act;

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

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

(iv) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 1504(d)(2) and 5/15-1510 of the Act; (B) in connect on with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action related to this Mortgage or the Mortgaged Property;

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

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

(vii) expenses incurred and expenditures made by the Mortgagee for any one or more of the following: (A) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof which are required to be paid; (B) if the Mortgagee's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by the Mortgagee whether or not the Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or the Mortgagee takes possession of the Mortgaged Property imposed by subsection (c)(l) of Section 5/15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by the Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (G) if the

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Loan is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; and (H) pursuant to any lease or other agreement for occupancy of the Mortgaged Property for amounts required to be paid by the Mortgagor;

(viii) all Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Loan Documents;

(ix) this Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(l) of Section 5/15-1302 of the Act; and

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

a) determination of the amount of indebtedness secured by this Mortgage at any time;

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

c) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

d) application of income in the hands of any receiver or the Mortgagee in possession; and

e) computation of any deficiency judgment pursuant to Section 5/15-1511 of the Act.

(g) Agricultural or Residential Real Estate. The Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act).

(h) Use of Proceeds. The Mortgagor represents and warrants to the Mortgagee that the proceeds of the obligations secured hereby shall be used solely for business purpose, and the entire principal obligations secured by this Mortgage constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

(i) Maximum Principal Amount. The maximum indebtedness secured by this Mortgage shall not exceed two hundred percent (200%) of the aggregate, original principal amount of the Loan.

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(j) Usury. Notwithstanding any provisions herein, in the Note or the Loan Agreement, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Illinois.

(k) Business Purpose Loan. The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. The Borrower agrees that the Loan evidenced by the Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C., §1601, et seq.


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

KTJ 329, LLC
(A Minnesota limited liability company)

By: 
David A. Scott
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on 2-7, 2020, by David A. Scott, the Vice President of KTJ 329, LLC, a Minnesota limited liability company, on behalf of said limited liability company, who is known to me personally or who produced a valid driver's license for identification.

(seal)




Notary Public

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EXHIBIT A
TO
COMBINATION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

Mortgagor: KTJ 329, LLC

Mortgagee: Associated Bank, National Association

The Land described in the referenced instrument is located in Cook County, Illinois, and is legally described as follows:

Lot 7 in Anderson's Austin Gross Point Industrial Subdivision of part of the Northeast 1/4 and part of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B
TO
COMBINATION MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

Mortgagor: KTJ 329, LLC

Mortgagee: Associated Bank, National Association

The Mortgaged Property is subject to the encumbrances and other matters set forth in that certain Loan Policy of Title Insurance (Commitment No. NCS-990615-MPLS) issued by First American Title Insurance Company and no others.

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