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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/17/2020 03:02 PM PG: 1 OF 25

PREPARED BY AND WHEN RECORDED MAIL TO:

Goldman Sachs Bank USA, a New York chartered bank c/o Genesis Capital, LLC ATTENTION: LENDING DEPARTMENT 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403

APN(S): 18-06-119-005-0000; 16301110350000; 19-08-323-007-0000; 15012040210000; 15-13-315-017-0000; 09-27-423-008-0000; 09-12-430-016-0000

FOR RECORDER'S USE ONLY

CKOSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS

THIS CROSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS (this "Agreement") is made and entered into as of May 18, 2020, but made effective as of November 27, 2019, by and between APEX NATIONAL REAL ESTATE LLC, an Illinois limited liability company ("Borrower"), with a raddress of 954 West Washington Boulevard, Chicago, IL 60607, and GOLDMAN SACHS BANK USA, a New York chartered bank ("Secured Party"), with an address of c/o Genesis Capital, LLC, ATTENTION LENDING DEPARTMENT, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403.

RECITALS

WHEREAS, pursuant to the terms of certain loan agreements (collectively, the "Existing Loan Agreements"), Secured Party has made certain loans to Borrower (collectively, "Existing Loans" and each, an "Existing Loan") in the original principal amounts set forth on Scholale 1 attached hereto.

WHEREAS, each Existing Loan is secured by a mortgage or other similar security instrument (each, an "Existing Security Instrument," and collectively, the "Existing Security Instruments") that encumbers the applicable property identified on Schedule 1 attached hereto and the other real and personal property included within the definition of "Property" set forth in such Existing Security Instrument (each, an "Existing Mortgaged Property," and collectively, the "Existing Mortgaged Properties")

WHEREAS, each Existing Security Instrument was recorded in the Official Records of the county in which such Existing Mortgaged Property is located as set forth on <u>Schedule 1</u> attached hereto.

WHEREAS, Secured Party made an additional loan to Borrower in the original principal amount of Three Hundred Forty Four Thousand Six Hundred Thirty Five Dollars and No Cents (\$344,635.00) (the "Additional Loan," and together with the Existing Loans, collectively, the "Loans," and each, a "Loan") pursuant to that certain Construction Loan Agreement, dated as of November 27, 2019 (the "Additional Loan Agreement", and together with the Existing Loan Agreements, collectively, the "Loan Agreements", and each, a "Loan Agreement").

WHEREAS, the Additional Loan is secured by that certain Construction Mortgage recorded in the real property records of DuPage County, State of Illinois, prior to the recording of this Agreement (the "Additional Security Instrument", and together with the Existing Security Instruments, collectively, the "Security Instruments" and each, a "Security Instrument").

WHEREAS, the Additional Security Instrument encumbers the property identified on <u>Schedule 2</u> attached hereto and the other real and personal property included within the definition of "Property" set forth in the Additional Security Instrument (the "Additional Mortgaged Property", and together with the Existing Mortgaged Properties, collectively, the "Mortgaged Properties", and each, a "Mortgaged Property").

WHEREAS, Borrower acknowledges that Secured Party was willing to make the Additional Loan only if Borrower agreed to the terms and conditions of this Agreement and the other Loan Documents, which provide, a nong other things, that each Mortgaged Property will serve as collateral for each of the Loans (collectively, the "Cross-Collateralization").

WHEREAS, Borrower further acknowledges that the benefits derived by Borrower from the Cross-Collateralization are equivalent to the burdens imposed upon Borrower and the Mortgaged Properties by the Cross-Collateralization, not virtus anding that the Additional Loan and the Existing Loans may be of differing amounts.

AGREEMENT

NOW, THEREFORE, in consideration of the making of the Additional Loan by Secured Party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the following terms will have the meanings indicated:
- (a) "Business Day" means a day of the week (but not a saturday, Sunday or holiday) on which the offices of Secured Party are open to the public for carrying on substantially all of Secured Party's business functions. Unless specifically referenced in this Agreement as a Eusiness Day, all references to "days" shall be to calendar days.
- (b) "Enforcement Action" means a judicial or, where permitted, a non-judicial foreclosure of or trustee's sale under any Security Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a hankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.
- (c) "Fraudulent Transfer Laws" means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.
- (d) "Indebtedness" means the Loans and other indebtedness evidenced by any promissory notes issued in the connection with the Loan Agreements.
- (e) "Loan Documents" means, with respect to each Loan, the Loan Agreement, the Security Instrument and any other documents, agreements, or instruments which are hereafter executed by Borrower and/or any other person or entity in connection with the Loan.

- (f) "Total Indebtedness" means the aggregate of the Indebtedness related to all of the Loans and all other indebtedness and obligations, whether now existing or hereafter arising, of Borrower to Secured Party.
 - (g) "Total Loan Documents" means all of the Loan Documents for the Loans.
- 2. Obligations Absolute; Existing Indebtedness. Borrower acknowledges and agrees as follows
- (a) Secured Party, at its option, may treat the Additional Loan and the Existing Loans as separate and independent obligations of Borrower, or may treat some or all of the Loans, and all or any part of the Total Indebtedness as a single, integrated indebtedness of Borrower.
- (b) No invalidity, irregularity or unenforceability of any portion of the Total Indebtedness will affect, impair or be a defense to the recovery by Secured Party of any other portion of the Total Indebtedness.
 - (c) Each Security Instrument secures the obligation of Borrower to pay the Total Indebtedness.
- (d) Each Mortgaged Property secures the Total Indebtedness without apportionment or allocation of any Mortgaged Property or any portion of any Mortgaged Property (except that the Total Indebtedness may be apportioned among the Mortgaged Properties for the sole and limited purpose of determining the amount of transfer or recordation taxes or documentary stamps required in connection with recordation of this Agreement and the Security Instruments).
- (e) If Borrower fails to pay fully, when due, any amount payable to Secured Party under this Agreement or any Loan Document, then Secured Party way elect, in its discretion, to recover such amount from the value of each of the Mortgaged Properties, on a gro rata basis or otherwise, as determined by Secured Party in its sole and absolute discretion.
- 3. Amendment of Security Instruments. Each Security Instrument is hereby amended to provide that such Security Instrument secures the obligation of Borrower to pay the Total Indebtedness. Borrower hereby irrevocably grants, transfers and assigns to Secured Party the Mortgaged Properties, to secure to Secured Party payment of the Total Indebtedness and performance of the covenants and agreements contained in the Total Loan Documents.
- 4. Events of Default. Each of the following events will constitute an "Event of Default" under this Agreement:
 - (a) Borrower defaults or breaches any provision of this Agreement; or
- (b) Any event or condition occurs which constitutes an "Event of Default" under any of the Loan Documents.
- 5. Cross-Default. Borrower acknowledges that this Agreement is a "Loan Document" as defined in each Loan Agreement and each Security Instrument and agrees that any Event of Default under this Agreement will constitute an "Event of Default" or "Default" under each Security Instrument and each Loan Agreement.
- 6. Remedies.

- (a) Upon the occurrence of an Event of Default, Secured Party, in its sole and absolute discretion, may exercise either or both of the following remedies, in such order and at such times as Secured Party may elect:
 - (i) Declare the Total Indebtedness of Borrower immediately due and payable.
- (ii) Exercise any or all of Secured Party's rights and remedies under this Agreement, any of the Loan Documents, or applicable law.
- (b) Secured Party may exercise its remedies in one or more proceedings, contemporaneously and/or consecutively, as Secured Party determines in its sole discretion. Secured Party may enforce its rights against one or more of the Mortgaged Properties or portions of the Mortgaged Properties in the order and manner as it elects in its sole discretion. The enforcement of any one Security Instrument or any of the other Total Loan Decuments will not constitute an election of remedies and will not limit or preclude the enforcement of any other Security Instrument or any other of the Loan Documents, through one or more additional proceedings Secured Party may bring any action or proceeding, including but not limited to judicial or, where permitted, non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to one or more of the other Mortgaged Properties or any position of them.
- any lien on, or security interest in, or other interest or right of any nature in or to any of the Mortgaged Property, unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require Secured Party to enforce or exercise any of Secured Party's rights or remedies under this Agreement, under any Security Instrument, or under any other of the Loan Documents, in any particular manner or order or in any particular state or county, or to apply the proceeds of any Enforcement Action in any particular manner or order. The foregoing we iver includes, without limitation, any and all benefits arising under or referred to in California Civil Code Sections 2845, 2849 and 2850.
- (d) No judgment obtained by Secured Party in any proceeding enforcing any of the Loan Documents will merge any of the Total Indebtedness into that judgment, and all Indebtedness that remains unpaid will remain a continuing obligation of Borrower. Notwithstanding any Enforcement Action with respect to any Security Instrument, Borrower will remain bound under this Agreement.
- 7. Application of Proceeds. Except to the extent otherwise required by applicable law, Secured Party may apply the proceeds of any Enforcement Action to the payment of the Total Indebraness (including any prepayment premiums) in such order as Secured Party may determine in Secured Party's sole discretion.
- 8. Adjustment of Obligations. If either (a) Borrower's obligation to pay the Total Indebtedness provided for in this Agreement or the other Total Loan Documents or (b) the amendment set forth in Section 3 becomes subject to avoidance under any Fraudulent Transfer Law, then the Total Indebtedness for which Borrower will be liable and the amount of the Total Indebtedness for which the Mortgaged Properties will constitute security will be limited to the largest amount that would not be subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law.
- 9. Secured Party's Rights. At any time and from time to time and without the consent of, or notice to, Borrower, without incurring liability to Borrower, and without impairing or releasing Borrower's liability for all or any part of the Total Indebtedness, Secured Party may take any of the following actions:
 - (a) Change the manner, place or terms of payment, or change or extend the time of payment

of, or renew, increase, accelerate or alter, all or any part of the Total Indebtedness, any security for all or any part of the Total Indebtedness, or any liability incurred directly or indirectly with respect to all or any part of the Total Indebtedness.

- (b) Take and hold security for the payment of the Total Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure all or any part of the Total Indebtedness.
- (c) Exercise or refrain from exercising any rights against Borrower or any of the Mortgaged Properties.
- (d) Release or substitute any one or more endorsers, guarantors, or other obligors with respect to all or any part of the Total Indebtedness.
- (e) Settle or compromise all or any part of the Total Indebtedness, or subordinate the payment of all or any part of the Total Indebtedness to the payment of any liability (whether due or not) of Borrower to its creditors other than Secured Party.
- (f) Apply any sums reguzed to any liability or liabilities of Borrower or any guarantor to Secured Party regardless of what liability or liabilities of Borrower or such guarantor to Secured Party remain unpaid.
- (g) Consent to or waive any breach by Borrower of, or any act, omission or default by Borrower under this Agreement or any of the Loan Documents.
- 10. Reconveyance of Mortgaged Property. Upon Secured Party's release of the liens of any Security Instrument and full reconveyance of any Mortgaged Property encumbered by such Security Instrument, then this Agreement shall no longer apply to such Security Instrument or such Mortgaged Property. For the avoidance of doubt, this Agreement shall continue to apply to any and all remaining Security Instruments that have not been released by Secured Party and all Mortgaged Properties that have not been fully reconveyed by Secured Party.

11. Waivers; Marshalling.

- (a) With respect to its obligations under this Agreement and the Total Loan Documents, Borrower waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of normayment, and diligence in collecting such obligations.
- (b) Notwithstanding the existence of any other security interests in any Mortgaged Property held by Secured Party or by any other party, Secured Party may determine in its discretion whether and the order in which any or all of the Mortgaged Properties or portions thereof will be subjected to the remedies provided in this Agreement and the Total Loan Documents or applicable law. Secured Party may determine in Secured Party's discretion the order in which any or all portions of the Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Properties unconditionally and irrevocably waives any and all rights to require the marshalling of assets or to require that any of the Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Miscellaneous.

- (a) Amendments. This Agreement and the other Total Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- Arbitration; Jury Waiver. Borrower and Secured Party agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party; provided, however, in the event of an Event of Default by Borrower, Secured Party shall have the unilateral right to exerc'se its remedies in its sole and absolute discretion, and under such circumstances, Secured Party can choose in its sole discretion to pursue arbitration or not and Borrower hereby waives any right to enforce the arbitration provisions of this Agreement if contrary to the choice of Secured Party. No act to take or dispose of any Mortgaged Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order, foreclosing upon any Mortgaged Property; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without indicial process pursuant to Article 9 of the Uniform Commercial Code of the State in which the applicable Mortgared Property is located. Any disputes, claims, or controversies concerning the lawfulness or reasonacleness of any act, or exercise of any right, concerning any of the Mortgaged Properties, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Properties, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Secured Party agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to greitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Juligment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent ju isdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, THE PARTIES WAIVE TRIAL BY JURY IN RESPECT OF ANY AND ALL "DISPUTES" AND ANY ACTION ON ANY "DISPUTE." THIS WAIVER SHALL APPLY TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO JUDICIAL REFERENCE OR ARBITRATION, OR IS DEELED BY THE ARBITRATOR, REFEREE OR ANY COURT WITH JURISDICTION TO BE NOT REQUIRED TO BE DETERMINED BY JUDICIAL REFERENCE OR ARBITRATION, OR NOT SUSCEPTIBLE OF BEING SO DETERMINED. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES AND THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN TRIAL. REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL,

AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

- (c) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- (d) Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions.
- (e) **Virisdiction*. WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER, THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS, BORROWER (A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND INF UNITED STATES DISTRICT COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS WILL BE DEEMED TO PRECLUDE SECURED PARTY FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JUI ISDICTION.
- (f) No Waiver by Secured Party. Secured Party chall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Borrower, shall constitute a waiver of any of Secured Party's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Secured Party is required under this Agreement, the granting of such consent by Secured Party in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Secured Party.
- be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- (h) Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of any of the Mortgaged Properties becomes vested in a person other than Borrower, Secured Party, without notice to Borrower, may deal with Borrower's successors with

reference to this Agreement and the Total Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Total Indebtedness.

- (i) Time is of the Essence. Time is of the essence in the performance of this Agreement.
- (j) Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.
- (k) Statutes and Regulations. Any reference in this Agreement to a statute or regulation will include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.
- (I) No Partnership. This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.
- (m) Conflicts. 10 the extent this Agreement conflicts with the terms of other Total Loan Documents, this Agreement will govern and control.
- (n) Third Party Beneficionies. No creditor of any party to this Agreement, nor any other person, is intended to be a third party peneficiary of this Agreement.
- (o) Further Assurances and Corrective Instruments. To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.
- (p) Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.
- (q) Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered on a Business Day (unless chickwise required by law), or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Secured Sarty informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Secured Party to any Borrower is deemed to be notice given to all Borrowers.

[Signature pages follow.]

IN WITNESS WHEREOF, the unfirst set forth above.	dersigned have signed and delivered this Agreement as of the
	BORROWER:
	APEX NATIONAL REAL ESTATE LLC, an Illinois limited liability company
	MA O
	By: Matthew Arminio, Authorized Signer
Limited Liability	Company ACKNOWLEDGMENT
77	
STATE OF	<u> </u>
COUNTY OF) SS
) day 0	f March , 2000 before me, the
undersigned Notary Public, persona	ally appeared Matthew Arminio, Authorized Signer of
APEX NATIONAL REAL ESTATE I	LLC, an Illimois Limited Liability Company, and known agent of the Limited Liability Company that executed the
Agreement and acknowledged the A	greement to be the free and voluntary act and deed of the
Limited Liability Company, by author	rity of statute, its articles of organization or its operating
agreement, for the uses and purpose	es therein mentioned, and on path stated that he or she is ent and in fact executed the Agreement on behalf of the
Limited Liability Company.	0
ву 1 WM M S(Residing at Oak Park Tuur
/	X
Notary Public in and for the State	
My commission expires	DEBORAH S OZANIC NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/19/22
-	

[Secured Party's signature on next page.]

2019962016 Page: 10 of 25

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SECURED PARTY:

GOLDMAN SACHS BANK USA, a New York chartered bank

By: Name:

ACKNOWLEDGMENT

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

State of California LOS AMICIES County of

beior-me, KAM McNeeb - notary Public

(insert name and title of the officer)

SA' , MCNEELA Notary ublic - California

Los Angel is County Commission # 2207330 My Comm. Expires J ,1 27, 2021

CINT AMOUSDOITA personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) sare subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/heir authorized capacity(jes), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) (cred, 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

SCHEDULE 1

SCHEDULE OF EXISTING CROSS-COLLATERALIZED LOANS AND SECURITY INSTRUMENTS

Роммочион	Property	APN(s)	Loan	Additional Security
Borrower	Address		Amount	Instrument
Apex National	8750 Schreiber	45-07-19-454-	\$208,000.00	Construction Mortgage recorded
Real Estate	Drive, Munster,	021.000-027		in the Official Records of the
LLC	IN 46321			County of Lake, State of Indiana,
				on August 9, 2018 as Instrument
	G18075890			#2018-050335; Assignment of
				Leases and Rents recorded on August 9, 2018 as Instrument #
	10.			2018 050336; addendum to
	70-			Construction Mortgage and
	0,			Construction Assignment of Rents
	- / X,			recorded on August 9, 2018 as
	Open Color			Instrument #2018 050337; and
				UCC Financing Statement
				recorded on February 13, 2019 as
				Instrument #2019000046.
Apex National	1083 North	6406'0226009000006,	\$162,171.00	Construction Mortgage recorded
Real Estate	Pearson Road,	6406107.26013000006		in the Official Records of the
LLC	Chesterton, IN	τ_{\circ}		County of Porter, State of Indiana, on July 27, 2018 as Instrument
	46304			#2018-017146; Construction
		0,		Assignment of Leases and Rents
	G18075805	4		recorded on July 27, 2018 as
			7x,	Instrument #2018-017147; and
		, Cor	9	UCC Financing Statement
				recorded on July 27, 2018 as
	0.511.5	45.00.00	* • • • • • • • • • • • • • • • • • • •	Instrument #2018-U000119
Apex National	9511 East 93rd	45-13-33-226-	\$187,011.00	Construction Mortgage recorded in the Official Records of the
Real Estate	Avenue, Crown	004.000-030		County of Lake, State of Indiana,
LLC	Point, IN 46307			or July 5, 2018 as Instrument
	C10074050			#2018-041392; Construction
	G18064858			Assignment of Leases and Rents
				recorded on July 5, 2018 as
				Instrument #2018-041893;
				addendum to Construction
				Mortgage and Construction
				Assignment of Rents recorded on July 5, 2018 as Instrument #2018-
!				041894; and UCC Financing
				Statement recorded on July 5,
				2018 as Instrument #2018-041895
Apex National	806 South Dunton	03323130130000	\$329,760.00	Construction Mortgage recorded
Real Estate	Avenue,			in the Official Records of the
LLC	Arlington			County of Cook, State of Illinois,
	Heights, IL 60005			on October 2, 2018 as Instrument
				#1827546098; Assignment Rents
	G18096449		•	recorded on October 2, 2018 as
				Instrument #1827546099;

				[Additional to the control of the co
				Addendum to Construction
				Mortgage and Assignment of
				Rents recorded on October 2, 2018
				as Instrument #1827546100; and
				UCC Financing Statement
				recorded on October 2, 2018 as
				Instrument #1827546101
Apex National	515 West	05-08-415-009	\$334,485.00	Construction Mortgage recorded
Real Estate	Harrison Avenue,			in the Official Records of the
LLC	DuPage, IL 60187			County of DuPage, State of
	g., := :			Illinois, on October 2, 2018 as
	G18096450	·		Instrument #R2018-092949;
				Assignment Rents recorded on
				October 2, 2018 as Instrument
				#R2018-092950; Addendum to
				Construction Mortgage and
				Construction Assignment of Rents
	CO CONTRACTOR			recorded on October 2, 2018 as
				Instrument #R2018-092951; and
				UCC Financing Statement
	C	25		recorded on October 2, 2018 as
				Instrument #R2018-092952
Apex National	1042 Whitfield	04112190270000	\$272,205.00	Construction Mortgage recorded
Real Estate	Road	0	"	in the Official Records of the
LLC	Northbrook, IL	0/		County of Cook, State of Illinois,
	60062	T_{α}		on October 10, 2018 as Instrument
	00002			#1828306233; Assignment Rents
	G18096451			recorded on October 10, 2018 as
	Q10090431			Instrument #1828306235;
		9	0.4	Addendum to Construction
				Mortgage and Assignment of
				Rents recorded on October 10,
				2018 as Instrument #1828306234;
				and UCC Financing Statement
				recorded on July 3, 2019 as
				Instrument #1918406006.
Apex National	592 Cedar	06-12-409-011	\$367,500.00	Construction Mortgage recorded
Real Estate	Avenue			in the Official Records of the
LLC	Elmhurst, IL			County of DuPage, State of
	60126			Illinois, on October 18, 2018 as
	V0.20			Instrument #R2018-098313;
	G18106621			Assignment Reves recorded on
	010100021			October 18, 2018 as Instrument
				#R2018-098314; Addendum to
				Construction Mortgage and
				Assignment of Rents recorded on
				October 18, 2018 as Instrument
				#R2018-098315; and UCC
				Financing Statement recorded on
				October 18, 2018 as Instrument
				#R2018-098316
Apex National	1123	15283120060000	\$327,109.50	Construction Mortgage recorded
Real Estate	Meadowcrest			in the Official Records of the
LLC	Road			County of Cook, State of Illinois,
				on October 30, 2018 as Instrument
				#1830319521; Assignment Rents

	La Cunnas Daul-		<u> </u>	recorded on October 30, 2018 as
	La Grange Park,			Instrument #1830319522;
	IL 60526			Addendum to Construction
	010104400			Mortgage and Assignment of
	G18106622			Rents recorded on October 30,
				2018 as Instrument #1830319523;
				and UCC Financing Statement
				recorded on November 15, 2018 as
				Instrument #1831916023
Apex National	7531 Foster Street	09-13-207-002-0000	\$268,158.58	Construction Mortgage recorded
Real Estate	Morton Grove, IL	0, 13 20, 002 0000	\$200,120.50	in the Official Records of the
LLC	60053			County of Cook, State of Illinois,
LLC	00055			on October 29, 2018 as Instrument
	G18106658			#1830234040; Assignment Rents
	310100030			recorded on October 29, 2018 as
	95			Instrument #1830234041;
				Addendum to Construction
	C/X			Mortgage and Assignment of
	900 M			Rents recorded on October 29,
				2018 as Instrument #1830234042;
	C	X		and UCC Financing Statement
				recorded on October 29, 2018 as
1.0.020.20			*****	Instrument #1830234039
Apex National	3509 Greenwood	10.44210140000	\$348,750.00	Construction Mortgage recorded
Real Estate	Street	0/		in the Official Records of the
LLC	Evanston, IL			County of Cook, State of Illinois,
	60203	T COL		on November 2, 2018 as
		0,		Instrument #1830606175; Assignment Rents recorded on
	G18106725	4	A	November 2, 2018 as Instrument
			/x,	#1830606176; Addendum to
				Construction Mortgage and
				Assignment of Rents recorded on
			()	November 2, 2018 as Instrument
			(0)	#1830606177; and UCC
				Financing Statement recorded on
			<u> </u>	Nevember 2, 2018 as Instrument
				#1830624977
Apex National	1610 East Elm	05-22-119-003-0000	\$301,500.00	Const.uction Mortgage recorded
Real Estate	Street			in the Official Records of the
LLC	Wheaton, IL			County of Capage, State of
	60189			Illinois, on November 20, 2018 as
				Instrument #R2018-107935;
	G18116840			Assignment Rents recorded on
	3.01100,0			November 20, 2018 as Instrument
				#R2018-107936; Addendum to
				Construction Mortgage and
				Assignment of Rents recorded on November 20, 2018 as Instrument
				#R2018-107937; and UCC
				Financing Statement recorded on
				November 20, 2018 as Instrument
				#R2018-107938
			<u></u>	**************************************

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Apex National Real Estate LLC	668 Leslie Ln, Glendale Heights, IL 60139 G18116924	02-35-402-050	\$196,000.00	Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 7, 2018 as Instrument #R2018-112697; Assignment Rents recorded on December 7, 2018 as Instrument #R2018-112698; Addendum to Construction Mortgage and
	0			Assignment of Rents recorded on December 7, 2018 as Instrument #R2018-112699; and UCC Financing Statement recorded on December 7, 2018 as Instrument #U2018-000709
Apex National Real Estate LLC	1016 Kiedy Road, Lisle, 12, 50532 G18116950	08-10-222-011	\$276,000.00	Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 17, 2018 as Instrument #R2018-115261; Assignment Rents recorded on December 17, 2018 as Instrument #R2018-115622; Addendum to Construction Mortgage and Assignment of Rents recorded on December 17, 2018 as Instrument #R2018-115623; and UCC Financing Statement recorded on December 17, 2018 as Instrument #U2018-000730
Apex National Real Estate LLC	4709 Roslyn Road, Downers Grove, IL 60515 G18127105	09-09-106-003	\$390,750.00	Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 31, 2018 as Instrument #R2018-118651; Assignment Rents recorded on December 31, 2018 as Instrument #R2018-118652; Addendum to Construction Mortgage and Assignment Rents recorded on December 31, 2018 as Instrument #R2018-118652; and UCC Financing Statement recorded on December 31, 2018 as Instrument #U2018-000759
Apex National Real Estate LLC	951 Brookside Lane, Deerfield, IL 60015 G18127108	16-32-218-006-0000	\$312,726.02	Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on January 15, 2019 as Instrument #7537405; Assignment Rents recorded on January 15, 2019 as Instrument #7537406; Addendum to Construction Mortgage and Assignment of Rents recorded on January 15, 2019 as Instrument #7537407; and UCC Financing

			 	G
				Statement recorded on January 15,
	2122 31 3	02.00.207.007.0000	#205.050.50	2019 as Instrument #7537408 Construction Mortgage recorded
Apex National	3132 North	03-08-206-005-0000	\$305,059.50	in the Official Records of the
Real Estate	Walker Lane			County of Cook, State of Illinois,
LLC	East, Arlington			on January 2, 2019 as Instrument
	Heights, IL			#1900210047; Assignment Rents
	60004			recorded on January 2, 2019 as
				Instrument #1900210048;
	G18127148			Addendum to Construction
				Mortgage and Assignment of
				Rents recorded on January 2, 2019
				as Instrument #1900210049; and
	<u></u>			UCC Financing Statement
	104			recorded on January 2, 2019 as
4 N	442= F	00 05 404 044	£422 (07.50	Instrument #1900210050 Construction Mortgage recorded
Apex National	4429 Frespect	09-05-404-044	\$432,697.50	in the Official Records of the
Real Estate	Avenue, Dowliers			County of DuPage, State of
LLC	Grove, IL 60515			Illinois, on March 5, 2019 as
	010027504)x		Instrument #R2019-015537;
	G19027584			Assignment of Rents recorded on
		C		March 5, 2019 as Instrument
		0		#R2019-015538; Addendum to
		0/		Construction Mortgage and
				Assignment of Rents recorded on
				March 5, 2019 as Instrument #R2019-015539; and UCC
		Coop Cou		#R2019-015539; and UCC Financing Statement recorded on
		4		March 5, 2019 as Instrument
			/ <i>X</i> ,	#U2019-000139
Apex National	1417 Encina	07-14-314-026-0000	\$518,750.00	Construction Mortgage recorded
Real Estate	Drive, Naperville,	V, V.		in the Official Records of the
LLC	IL 60540			County of DuPage, State of
	12 000 10		Cy,	Illinois, on April 4, 2019 as
	G19027651			Instrument #R2019-024469;
	0.702700.			Assignment of Rents recorded on
				April 4, 2019 as Instrument #R20.9-0'-4471; Addendum to
				Construction Mortgage and
				Assignment of Rents recorded on
				April 4, 2019 as Instrument
				#R2019-024470; and UCC
				Financing Statement recorded on
				June 25, 2019 as Instrument
				#U2019-000402
Apex National	4048 Western	18-06-119-005-0000	\$356,250.00	Construction Mortgage recorded
Real Estate	Avenue, Western			in the Official Records of the
LLC	Springs, IL 60558			County of Cook, State of Illinois, on March 11, 2019 as Instrument
				#1907041240; Assignment of
	G19027829			Rents recorded on March 11, 2019
				as Instrument #1907041241;
				Addendum to Construction
				Mortgage and Assignment of
				Rents recorded on March 11, 2019
		· · · · · · · · · · · · · · · · · · ·		

				as Instrument #1907041242; and
				UCC Financing Statement
				recorded on March 11, 2019 as
				Instrument #1907041243
Apex National	106 North Linden	09-10-108-017	\$246,213.00	Construction Mortgage recorded
Real Estate	Avenue,			in the Official Records of the
LLC	Westmont, IL			County of DuPage, State of
LLC	60559			Illinois, on April 11, 2019 as
,	00339			Instrument #R2019-026538;
				Assignment of Rents recorded on
	G19037960			April 11, 2019 as Instrument
				#R2019-026539; Addendum to
	_			Construction Mortgage and
	O .			Assignment of Rents recorded on
				April 11, 2019 as Instrument
	OA			#R2019-026540; and UCC
	10			Financing Statement recorded on
	CV _A			April 11, 2019 as Instrument
				#U2019-000241
A Ni-siI	2422 C	16301110350000	\$222.210.00	Construction Mortgage recorded
Apex National	2432 South Grove	16301110330000	\$222,210.00	in the Official Records of the
Real Estate	Avenue, Berwyn,			
LLC	IL 60402		:	County of Cook, State of Illinois,
				on April 29, 2019 as Instrument
	G19038058			#1911945039; Assignment of
		0/_		Rents recorded on April 29, 2019
		1		as Instrument #1911945040;
				Addendum to Construction
		Coop Col		Mortgage and Assignment of
				Rents recorded on April 29, 2019
			D*	as Instrument #1911945041; and
				UCC Financing Statement
				recorded on April 29, 2019 as
		•		Instrument #1911945042
Apex National	5337 South	19-08-323-007-0000	\$166,814.00	Construction Mortgage recorded
Real Estate	Mcvicker		CV	in the Official Records of the
LLC	Avenue, Chicago,		*/	County of Cook, State of Illinois,
	IL 60638			on May 8, 2019 as Instrument
	000000			#1912824973; Assignment of
	G19048297			Rents reco ded on May 8, 2019 as
	01704047/			Instrumen: #1912834074;
				Addendum to Construction
				Mortgage and A signment of
				Rents recorded on May 8, 2019 as
			!	Instrument #1912834075; and
				UCC Financing Statement
				recorded on May 8, 2019 as
			,	Instrument #1912834076
Apex National	1511 Clinton	15012040210000	\$451,737.00	Construction Mortgage recorded
Real Estate	Place, River		į į	in the Official Records of the
LLC	Forest, IL 60305			County of Cook, State of Illinois,
LLC	1 01001, 11 00000			on May 16, 2019 as Instrument
	C10049251			#1913622034; Assignment Rents
	G19048351			recorded on May 16, 2019 as
				Instrument #1913622036;
				Addendum to Construction
				Mortgage and Assignment of
	I	l	1	moregage and manginitett of

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				Rents recorded on May 16, 2019
				as Instrument #1913622035; and
				UCC Financing Statement
				recorded on May 16, 2019 as
	11117	15 13 315 017 0000	#105 000 00	Instrument #1913622037.
Apex National	1111 Lathrop	15-13-315-017-0000	\$195,000.00	Construction Mortgage recorded
Real Estate	Avenue, Forest			in the Official Records of the
LLC	Park, IL 60130			County of Cook, State of Illinois,
				on May 21, 2019 as Instrument #1914134068; Assignment Rents
	G19048338			recorded on May 21, 2019 as
				Instrument #1914134070;
				Addendum to Construction
				Mortgage and Assignment of
Ţ.	<i>/</i> -			Rents recorded on May 21, 2019
	104			as Instrument #1914134069; and
	70_			UCC Financing Statement
	0,			recorded on May 21, 2019 as
				Instrument #1914134071.
Apex National	133 South	10-25-414-065-0000	\$153,750.00	Construction Mortgage recorded
, ,	Lincoln Avenue,	10-23-414-003-0000	ψ133,730.00	in the Official Records of the
Real Estate	· · · · · · · · · · · · · · · · · · ·			County of Lake, State of Illinois,
LLC	Mundelein, IL			on May 23, 2019 as Instrument
	60060			#7563741; Assignment Rents
		01		recorded on May 23, 2019 as
	G19048372	4		Instrument #7563743; Addendum
		' (to Construction Mortgage and
		Coop Cou		Assignment of Rents recorded on
		0,		May 23, 2019 as Instrument
		9	6	#7563742; and UCC Financing
		Y	//,	Statement recorded on August 13,
				2019 as Instrument #7583696.
Apex National	19 North	09-27-423-008-0000	\$401 250.00	Construction Mortgage recorded
Real Estate	Broadway		4/0	in the Official Records of the
LLC	Avenue, Park		· CV	County of Cook, State of Illinois,
	Ridge, IL 60068			on June 12, 2019 as Instrument
	Riage, 115 00000			#16:16313097; Assignment Rents
	G19048352			recorded on June 12, 2019 as
	019046332			Instrument #1916313098;
				Addendura to Construction
				Mortgage 2.1d Assignment of
				Rents recorded c. June 12, 2019
				as Instrument #1216313099; and
				UCC Financing Statement
				recorded on September 20, 2019
A . N	150 K - 1	05 15 404 010 0000	\$2.4C P.72 OC	as Instrument #1926328001.
Apex National	159 Kenilworth	05-15-404-010-0000	\$346,873.00	Construction Mortgage recorded
Real Estate	Avenue, Glen			in the Official Records of the
LLC	Ellyn, IL 60137			County of DuPage, State of Illinois, on May 24, 2019 as
				Instrument #R2019-040288;
	G19058510			· · · · · · · · · · · · · · · · · · ·
				Assignment of Rents recorded on
				May 24, 2019 as Instrument #R2019-040289; Addendum to
				[
L.				Assignment of Rents recorded on

Apex National Real Estate LLC Apex National Real Estate				I	May 24 2010 1 4
Apex National Real Estate LLC Glenview, IL 60025 G19058513 G19058513 S19 Rosemear Avenue, Brookfield, IL 60513 G19058606 G19058606 G19058710 G19058710 G19058710 G19058710 G19058718 G19058748 G					May 24, 2019 as Instrument
Apex National Real Estate LLC Gl9058513 Gl9058513 Gl9058513 Apex National Real Estate LLC Gl9058513 Gl9058513 Apex National Real Estate LLC Gl9058513 Gl9058513 Gl9058513 Apex National Real Estate LLC Gl9058513 Gl9058606 Apex National Real Estate LLC Gl9058710 Apex National Real Estate LLC Gl9058710 Apex National Real Estate LLC Gl9058710 Apex National Real Estate LLC Grange, IL 60525 Gl9058748 Apex National Real Estate LLC Grange, IL 60525 Gl9058748 Apex National Real Estate LLC Grange, IL 60525 Gl9058748 Apex National Real Estate LLC Grange, IL 60525 Gl9058748 Apex National Real Estate LLC Gl9058748 Apex Natio					•
Apex National Real Estate LLC G19058513 G19058606 G19058606 G19058606 G19058606 G19058606 G19058606 G19058710 G19058710 G19058710 G19058710 G19058710 G19058748 G19058					
Apex National Real Estate LLC Glenview, IL 60025					1 -
Real Estate LLC	Apex National	326 Elm Street.	09-12-430-016-0000	\$405,855.00	•
County of Cook, State of Illinois, on June 11, 2019 as Instrument #1916206178; Assignment Rents recorded on June 11, 2019 as Instrument #1916206189; and UCC Financing Statement recorded on June 11, 2019 as Instrument #1916206180; and UCC Financing Statement recorded on June 11, 2019 as Instrument #1916206180; and UCC Financing Statement recorded on June 11, 2019 as Instrument #1916206180; and UCC Financing Statement recorded on June 11, 2019 as Instrument #1916206180; and UCC Financing Statement recorded on June 10, 2019 as Instrument #1916133397; and UCC Financing Statement recorded on June 10, 2019 as Instrument #1916236180; and UCC Financing Statement recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 10, 2019 as Instrument #191623502; Assignment of Rents recorded on June 11, 2019 as Instrument #191623502; Assignment of Rents recorded on June 11, 2019 as Instrument #191623502; Assignment of Rents recorded on June 11, 2019 as Instrument #191625502; Assignment of Rents recorded on June 12, 2019 as Instrument #191625502; Assignment of Rents recorded on June 12, 2019 as Instrument #191625502; Assignment Rents recorded on June 25, 2019 as Instrument #191625502; Assignment Rents recorded on June 25, 2019 as Instrument #191625502; Assignment Rents recorded on June 25, 2019 as Instrument #191625504; and UCC Financing Statement recorded on June 12, 2019 as Instrument #1916313003, Assignment Rents recorded on June 12, 2019 as Instrument #1916313003, Assignment Rents recorded on June 12, 2019 as Instrument #1916313003, Assignment Rents recorded on June 12, 2019 as Instrument #1916313003, Assignment Rents recorded on June 12, 2019 as Instrument #1916313003, Assignment Rents recorded on June 12, 201		-	0, 12 100 010 000	, , , , , , , , , , , , , , , , , , , ,	
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Real Estate LLC	Anex National		15-35-303-009-0000	\$262,500,00	
Country of Cook, State of Illinois, on June 10, 2019 as Instrument #1916133395; Assignment of Rents recorded on June 10, 2019 as Instrument #1916133395; Assignment of Rents recorded on June 10, 2019 as Instrument #1916133397; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1916233397; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1917649159 Apex National Real Estate LLC Grange, IL 60525 G19058710	•		[]	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
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Apex National Real Estate LLC Avenue, La Grange, IL 60525 G19058710 Apex National Real Estate LLC Apex National Real Estate LLC Apex National Real Estate LLC G19058710 Apex National Real Estate LLC Apex National Real Estate LLC Apex National Real Estate LLC G19058748 Apex National Real Estate LLC Apex National Real Estate LLC G19058748 Apex National Real Estate LLC Apex National Real Estate LLC G19058748 Apex National Real Estate LLC Avenue, La Gavenue, La Good, Ovo 00 Addendum To Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction	LEC	1	0000		· · · · · · · · · · · · · · · · · · ·
Apex National Real Estate LLC Avenue, La Grange, IL 60525 G19058710 Apex National Real Estate LLC Avenue, La Grange, IL 60525 G19058748 Avenue, La B18-05-424-015-0000 \$400,000 09		00313	0000		
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LLC Grange, IL 60525 G19058710	1 7	Avenue, La		(C)	in the Official Records of the
G19058710					
Apex National Real Estate LLC Construction Prospect, IL 60056 G19058748 G190587					
Apex National Real Estate LLC Prospect, IL 60056 G19058748 G19058748 G19		G19058710			
Addendum to Construction Mortgage and Assignment of Rents recorded on June 11, 2019 as Instrument #1916255504; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1917649195 Apex National Real Estate LLC Drive, Mount Prospect, IL 60056 G19058748 G19058748 Addendum to Construction Addendum to Construction Addendum to Construction Addendum to Construction					
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Rents recorded on June 11, 2019 as Instrument #1916255504; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1917649195 Apex National Real Estate Drive, Mount Prospect, IL 60056 G19058748 BRents recorded on June 12, 2019 as Instrument #1917649195 Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction					/ /
Apex National Real Estate LLC Prospect, IL 60056 G19058748 Apex National Real Estate LLC S180 G19058748 Apex National Real Estate Drive, Mount Prospect, IL 60056 G19058748 Apex National Real Estate Drive, Mount Prospect, IL 60056 G19058748 Apex National Real Estate S180 G19058748 Appex National Real Estate S180 G19058748 Appex National Real Estate S180 G19058748 Appex National Real Estate S180 G19058 Assignment #1916315009; Addendum to Construction					
Apex National Real Estate LLC Prospect, IL 60056 G19058748 DUCC Financing Statement recorded on June 25, 2019 as Instrument #1917649195 O8-13-108-011-0000 \$318,750.00 Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction					
Apex National Real Estate LLC Prospect, IL 60056 G19058748 Distriction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction					· ·
Apex National Real Estate LLC Prospect, IL 60056 G19058748 Dive, Mount Prospect, IL 60056 G19058748 Dive, Mount Prospect, IL 60056 G19058748 O8-13-108-011-0000 \$318,750.00 Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction					· ·
Real Estate LLC Drive, Mount Prospect, IL 60056 G19058748 Drive, Mount Prospect, IL 60056 G19058748 Drive, Mount Prospect, IL 60056 G19058748 Instrument F1916315009; Addendum to Construction					
Prospect, IL 60056 G19058748 County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction	1 .	· .	08-13-108-011-0000	\$318,750.00	
on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction		-			
G19058748 #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction	LLC	• •			
G19058748 recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction		60056			t ·
Instrument #1916315009; Addendum to Construction					
Addendum to Construction		G19058748			
i intoitemen and thanking on i					Mortgage and Assignment of

	<u> </u>		Т	
				Rents recorded on June 12, 2019
				as Instrument #1916315010; and
				UCC Financing Statement
				recorded on June 21, 2019 as
				Instrument #1917206120
Apex National	1815 Lemar	10-13-114-056-0000	\$281,250.00	Construction Mortgage recorded
Real Estate	Avenue,			in the Official Records of the
LLC	Evanston, IL			County of Cook, State of Illinois,
	60201			on September 27, 2019 as
	00201			Instrument #1927041059;
	G19089479			Assignment Rents recorded on
	017007477			September 27, 2019 as Instrument
				#1927041060; Addendum to
				Construction Mortgage and
				Assignment of Rents recorded on
	9			September 27, 2019 as Instrument
				#1927041061; and UCC
	C//x			Financing Statement recorded on
				September 27, 2019 as Instrument
	1997 F			#1927041062.
Apex National	1887 Fenton	09222040400000	\$386,978.00	Construction Mortgage recorded
Real Estate	Lane, Park Ridge,			in the Official Records of the
LLC	IL 60068			County of Cook, State of Illinois,
		0		on September 6, 2019 as
	G19089542	$O_{\mathcal{L}}$		Instrument #1924934107;
	317007312	τ_{\sim}		Assignment Rents recorded on
				September 6, 2019 as Instrument
		\sim 0.		#1924934108; Addendum to
				Construction Mortgage and
		09222040400000 CO	0.	Assignment of Rents recorded on
İ			(1)	September 6, 2019 as Instrument
				#192493109; and UCC Financing
			し	Statement recorded on March 16,
		044444010	2227 522 8	2020 as Instrument #2007640012.
Apex National	356 W Adams	06-14-111-013	\$397,500.20	Construction Mortgage recorded
Real Estate	Street, Elmhurst,			in the Official Records of the
LLC	IL 60126			Courty of DuPage, State of
5	į			Illinois on October 1, 2019 as
	G19089540			Instrument #R2019-087870;
				Assignment Rents recorded on
				October 1, 2019 as Instrument
				#R2019-087871; Addendum to Construction Mortgage and
				Assignment of Rents recorded on
				October 1, 2019 as Instrument
				#R2019-087872; and UCC
				Financing Statement recorded on
				October 1, 2019 as Instrument
				#U2019-000663.
Anay National	406 Nourhamm	15-33-416-016-0000	\$307,803.00	Construction Mortgage recorded
Apex National	406 Newberry	10-010-010	\$307,803.00	in the Official Records of the
Real Estate	Avenue, La			County of Cook, State of Illinois,
LLC	Grange Park, IL			on September 19, 2019 as
	60526			Instrument #1926217012;
				Assignment Rents recorded on
	G19089687			_
	<u> </u>			September 19, 2019 as Instrument

				#1926217013; Addendum to Construction Mortgage and Assignment of Rents recorded on September 19, 2019 as Instrument #1926217014; and UCC Financing Statement recorded on September 19, 2019 as Instrument #1926217015.
Apex National Real Estate LLC	405 Juniper Parkway, Libertyville, IL 60048 G19089686	11-28-102-144	\$337,260.00	Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on September 26, 2019 as Instrument #7595945; Assignment Rents recorded on September 26, 2019 as Instrument #7595946; Addendum to Construction Mortgage and Assignment of Rents recorded on September 26, 2019 as Instrument #7595947; and UCC Financing Statement recorded on February 12, 2020 as
Apex National Real Estate LLC	7431 Warren Street, Forest Park, IL 60130 G19099771	15-12-432-020-0000	(0)	Instrument #7633841. Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 3, 2019 as Instrument #1927606097; Assignment Rents recorded on October 3, 2019 as Instrument #1927606098; Addendum to Construction Mortgage and Assignment of Rents recorded on October 3, 2019 as Instrument #1927606099; and UCC Financing Statement recorded on October 3, 2019 as Instrument #1927606100.
Apex National Real Estate LLC	1621 Mission Hills Road, Unit 201, Northbrook, IL 60062 G19099840	04-18-200-015-1012	\$328,922.00	Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 2., 2019 as Instrument #1929742005: Assignment Rents recorded on October 24, 2019 as Instrument #1929742009; Addendum to Construction Mortgage and Assignment of Rents recorded on October 24, 2019 as Instrument #1929742010; and UCC Financing Statement recorded on February 10, 2020 as Instrument #2004113015.

SCHEDULE 2

SCHEDULE OF ADDITIONAL LOAN AND ADDITIONAL SECURITY INSTRUMENT

Property	APN(s)	Loan	Additional Security
Address		Amount	Instrument
1255 Yorkshire	05-19-203-025	\$344,635.00	Construction Mortgage recorded
Woods, Wheaton,			in the Official Records of the
IL 60189			County of DuPage, State of
			Illinois, on December 3, 2019 as Instrument #R2019-111420;
G19110418			Assignment Rents recorded on
0			December 3, 2019 as Instrument
100			#R2019-111421; Addendum to
C/X			Construction Mortgage and
			Assignment of Rents recorded on
			December 3, 2019 as Instrument #R2019-111422; and UCC
			Financing Statement recorded on
			December 3, 2019 as Instrument
	0		#U2019-000816.
	TCOL	Dy Co,	750/20
	Address 1255 Yorkshire Woods, Wheaton, 1L 60189 G19110418	Address 1255 Yorkshire Woods, Wheaton, 1L 60189 G19110418	Address Amount 1255 Yorkshire Woods, Wheaton, 1L 60189 G19110418

EXHIBIT A LEGAL DESCRIPTIONS

Property of Cook County Clark's Office

Address	APN	Legal Description
4048 Western	18-06-119-005-0000	LOT 1 IN BLOCK 12 IN CALDWELL'S
Avenue, Western		SUBDIVISION OF LAY'S ADDITION
Springs, IL 60558		TO WESTERN SPRINGS (EXCEPT
		BLOCK 15 AND EXCEPT THE NORTH 2
		ACRES OF THE EAST 1/2 BLOCK 16
		INCLUDING THE HALF STREETS)
		BEING A SUBDIVISION OF THE EAST
		PART OF THE NORTHWEST 1/4 OF
		SECTION 6, TOWNSHIP 38 NORTH,
D-000/1/2		RANGE 12, EAST OF THE THIRD
		PRINCIPAL MERIDIAN, AND 3.554
104		ACRES IN THE SOUTH PART OF
70		SECTION 31, TOWNSHIP 39 NORTH,
C)	,	RANGE 12, EAST OF THE THIRD
		PRINCIPAL MERIDIAN, IN COOK
		COUNTY, ILLINOIS.
2432 South	13301110350000	LOT 13 IN THE RESUBDIVISION OF
Grove Avenue,		LOTS 1 TO 21 BOTH INCLUSIVE, IN
Berwyn, IL	0	BLOCK 4 IN GALLAGHER AND
60402	OZ	MESSNERS RESUBDIVISION OF
	· Co4	BLOCKS 1 AND 4 IN THE
		SUBDIVISION OF LOTS 4 AND 5 IN
		THE PARTITION OF THE WEST 51.49
		ACRES OF THE WEST HALF OF THE
		NORTH EAST QUARTER AND THE
		EAST 41 ACRES OF THE EAST HALF
		OF THE NORTH WEST QUARTER OF
		SECTION 30, FOWNSHIP 39 NORTH,
		RANGE 13, EAST OF THE THIRD
		PRINCIPAL MERIDIAN IN COOK
		COUNTY, ILLINOIS.
5337 South	19-08-323-007-0000	THE SOUTH 33 FEET OF THE NORTH
Mcvicker		45 FEET OF LOT 17 IN BLOCK 5 IN
Avenue, Chicago,		FREDERICK H BARTLETT'S FIGHTH
IL 60638		ADDITION TO BARTLETT'S
		HIGHLANDS, BEING A SUBDIVISION
		OF THE EAST ONE HALF OF THE
		EAST OF THE SOUTH-WEST 1/4 OF
		SECTION 8 TOWNSHIP 38 N, RANGE
		13, EAST OF THE THIRD PRINCIPAL
		MERIDIAN IN COOK COUNTY,
		ILLINOIS.

1511 (01)	15012040210000	LOT 21 DIDLOCK 2 DIDOCCELL 20
1511 Clinton	13012040210000	LOT 21 IN BLOCK 2 IN ROSSELL'S
Place, River		BONNIE BRAE ADDITION TO RIVER
Forest, IL 60305		FOREST, BEING A SUBDIVISION OF
		THE NORTH 1/2 OF THE EAST 1/2 OF
		THE NORTHEAST 1/4 OF SECTION 1,
		TOWNSHIP 39 NORTH, RANGE 12,
		EAST OF THE THIRD PRINCIPAL
		MERIDIAN, (EXCEPTING THEREFROM
		THE WEST 33 FEET AND THE SOUTH
		33 FEET THEREOF, DEEDED TO THE
		VILLAGE OF RIVER FOREST FOR
		STREET PURPOSES), IN COOK
O		COUNTY, ILLINOIS.
1111 Lathrep	15-13-315-017-0000	LOT 6 AND THE NORTH 8-1/3 FEET OF
Avenue, Forest		LOT 7 IN BLOCK 17 IN THE
Park, IL 60130		SUBDIVISION OF BLOCK 7 (EXCEPT
	0.0	THE SOUTHWEST QUARTER
		THEREOF) AND OF BLOCK 16
!		(EXCEPT THE NORTH 75 FEET OF THE
	0	WEST HALF THEREOF) AND ALL OF
	0/	BLOCK 17 IN JOSEPH K. DUNLOP'S
	0x C004	SUBDIVISION OF THE WEST HALF OF
		THE SOUTHWEST QUARTER AND
		THAT PART OF THE EAST ONE-THIRD
:		OF THE EAST HALF OF THE
		SOUTHWEST QUARTER LYING EAST
		OF THE CENTER OF DES PLAINES
		AVENUE IN SECTION 13, TOWNSHIP
		39 NORTH, RANGE 12, EAST OF THE
		THIRD PRINC' AL MERIDIAN, IN
		COOK COUNTY, ILLINOIS.
19 North	09-27-423-008-0000	LOT 54 AND THE WEST 1/2 OF THE
Broadway		VACATED ALLEY, EAST OF AND
Avenue, Park		ADJOINING LOT 54 IN PARK RIDGE
Ridge, IL 60068		HOWARD CENTER SUBDIVISION OF
		THE EAST TWO THIRDS OF THE EAST
		30 ACRES OF THE WEST HALF OF THE
		SOUTH EAST QUARTER OF SECTION
		27, TOWNSHIP 41 NORTH, RANGE 12,
		EAST OF THE THIRD PRINCIPAL
		MERIDIAN, IN COOK COUNTY,
		ILLINOIS.
	l .	

326 Elm Street,	09-12-430-016-0000	Lot 5 in Block 3 in Glenview Park Manor a
Glenview, IL		Subdivision in the Southeast 1/4 of Section
60025		12, Township 41 North, Range 12 East of
		the Third Principal Meridian, according to
		the Plat thereof recorded July 25, 1944 as
		document 13326154, in Cook County,
		Illinois.

Property of Cook County Clerk's Office