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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2036422066

Doc# 2036422066 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/29/2020 04:29 PM PG: 1 OF 30

The property identified as: **PIN:** 15-17-201-029-0000

Address:

Street: 250 N Mannheim Rd.

Street line 2:

City: Hillside

State: IL

ZIP Code: 60162

Lender: LIFE INSURANCE COMPANY OF THE SOUTHWEST

Borrower: TCG INDUSTRIAL MANNHEIM LLC

Loan / Mortgage Amount: \$14,370,000.00

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

Certificate number: 3473B2B3-9429-460E-BBE8-D9E33C744CD8

Execution date: 12/22/2020

CCHI 200640611 SCS 2003

03

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*Prepared and recording requested by and,
after recording, please return to:*

Andrea B. Brannard, Esq.
Law Offices of F. J. von Turkovich, P.C.
One National Life Drive, M-230
Montpelier, VT 05601

[SPACE ABOVE THIS LINE IS FOR RECORDER'S USE]

M:\STATE- DEAL FILES\NVIL\TCG Chicago (IL 11-20)\Loan Documents\Mortgage (TCG - Mannheim) 12.21.20 clean.docx

OPEN END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,

SECURITY AGREEMENT AND FIXTURE FILING

FROM

TCG INDUSTRIAL MANNHEIM LLC

TO

LIFE INSURANCE COMPANY OF THE SOUTHWEST

DECEMBER 22, 2020

Legal Description: See Exhibit A attached hereto.

Assessor's Property Tax Parcel Account No.: 15-17-201-029-0000 and 15-17-201-030-0000

Address: 250 N Mannheim Rd., Hillside, Illinois

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OPEN END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

LSW LOAN NO. 210877

This OPEN END MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**") is granted December 22, 2020, by TCG INDUSTRIAL MANNHEIM LLC, a Delaware limited liability company ("**Mannheim Borrower**") with offices at and mailing address c/o Trident Capital Group, 40 Grove St, Suite 250, Wellesley, MA 02482 as Trustor/Grantor;

to

LIFE INSURANCE COMPANY OF THE SOUTHWEST, a Texas corporation ("**Lender**") with offices at and mailing address of One National Life Drive, Montpelier, VT 05604, as Beneficiary/Mortgagee.

RECITALS

Mannheim Borrower, along with TCG INDUSTRIAL ALBION LLC ("**Albion**," and referred to together with Mannheim Borrower, as "**Borrower**"), have applied to Lender for a loan in the principal amount of FOURTEEN MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$14,370,000) ("**Loan**") and Lender has agreed to make the Loan to Borrower upon certain terms and conditions. This Mortgage is made to secure Lender's rights, remedies, benefits and privileges under the documents and agreements ("**Loan Documents**") pertaining to the Loan, but specifically excluding therefrom the obligations arising under the Environmental Indemnity Agreement and the Guaranty in favor of Lender of near or even date herewith pertaining to the Loan. The Loan has been advanced pursuant to the Loan Agreement of near or even date herewith between Lender and Borrower, is evidenced by, among other things, Borrower's Promissory Note to Lender of near or even date herewith ("**Note**"), and is secured by, among other things, this Mortgage and the Assignment of Rents of near or even date herewith from Mannheim Borrower to Lender and that certain Open-End Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Filing of even date herewith from Albion encumbering the property located at 798 – 800 Albion Avenue, Schaumburg, Cook County, Illinois (the "**Albion Mortgage**") and the Assignment of Leases and Rents of near or even date herewith from Albion to Lender. This Mortgage creates a valid first lien on Mannheim Borrower's interests in the Mannheim Real Property, the Leases and the Rents derived from the Mannheim Property, and a valid first lien security interest in the Personal Property, all as more specifically stated below.

GRANT

For and in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Mannheim Borrower has granted, conveyed, bargained, sold, aliened, enfeoffed, released and confirmed, and

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by these presents does hereby mortgage, grant, convey, bargain, sell, alien, enfeoff, release and confirm unto Lender, WITH POWER OF SALE, that certain real property, commonly known as:

250 N Mannheim, Rd
Hillside, Cook County
Illinois

as more particularly described in **Exhibit A** attached hereto and made a part hereof, and all of the rights, title, benefits and entitlements including any leasehold, subleasehold, or ground lease interest in, and any option to purchase such real property ("**Land**").

TOGETHER WITH all right, title and interest of Mannheim Borrower, now owned or hereafter acquired, in and to any and all tenements, hereditaments and appurtenances belonging or in any way appertaining to the Land, including, but not limited to: utilities, sewer rights, water courses, water rights and powers, streets, ways, roads, avenues, alleys, rights of way, or passages, easements; vaults, strips or gores, air rights, parking areas, parking rights and agreements, common areas, public places; other facilities (public or private, opened or proposed) located adjacent to or adjoining the Land; leasehold estates; condominium rights, covenants now existing or hereafter created for the benefit of the Land or for the benefit of Mannheim Borrower or any subsequent owner or tenant of the Land; development agreements, reciprocal rights agreements and all other rights, liberties and privileges of any kind or character existing for the benefit of the Land or any part thereof, and any after-acquired title or reversion in and to any of the same; and all rights to enforce the maintenance thereof ("**Appurtenances**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to any and all buildings, site improvements, landscaping and other improvements now or hereafter erected on the Land, and the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements ("**Improvements**") (the Land, Appurtenances and Improvements are collectively referred to as the "**Real Property**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all leasehold estates, space leases, ground leases, tenancies, subleases, licenses, concessions, franchises or other occupancy agreements, and all amendments to and extensions of, any of the same, now existing or hereafter entered into, and all rights, and interests of Mannheim Borrower in any guaranty of a tenant's obligations, all cash or security deposits, advance rentals, and other deposits or payments, income, issues and profits, and all other rights under existing and future leases and other tenancies of the said Real Property or Improvements or any portion thereof ("**Leases**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all existing and future rents, issues, profits, royalties, income, reimbursements, reversions, remainders, security deposits, all other deposits, and all other benefits derived from the Real Property ("**Rents**" or "**Rent**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all materials intended for construction, reconstruction, alteration and repair of the Improvements

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("Construction and Repair Materials") all of which materials shall be deemed to be included within the Collateral;

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all goods, inventory, equipment, machinery, furniture, fixtures and other articles of tangible personal property of every kind and nature, now or hereafter located in, on or about the Real Property, and used or usable in connection with the present or future operation of the Real Property, whether or not the same are or will be attached to said Real Property in any manner, including all elements of landscaping; all elements of the exterior and interior decor of the Improvements (including works of art); all goods; tools; machinery; equipment; apparatus; fittings; motors; radiators; fans; blowers; exterior awnings; draperies and drapery rods, brackets and associated hardware; interior awnings; venetian blinds, curtains, shades and other window coverings; screens; storm windows and doors; wall safes; rugs, carpeting and other floor coverings; air conditioners; window and structural cleaning rigs; entertainment and recreational equipment and accessories (including exercise equipment and accessories); stoves; refrigerators and refrigeration systems; dishwashers; freezers; disposal units; range hoods; appliances and cooking, preparation and serving equipment of every nature; all laundry equipment; signs and all signage systems; all heating, ventilating and air conditioning equipment; all power and lighting fixtures and equipment, including chandeliers and lamps; all fire prevention and extinguishing equipment; all plumbing, incinerating, and sprinkler equipment and fixtures; all elevators and escalators; all communication and electronic monitoring equipment (including all types of alarm systems); all items of indoor or outdoor furniture and other furnishings; parking ticket dispensing and validation equipment; cash registers; time clocks; equipment used in connection with maintenance, exclusion of vermin or insects, and removal of dust, refuse or garbage; maintenance, janitorial and other supplies; Mannheim Borrower's books and records with respect to the Mannheim Property; meaning hereby to include all property used or useful in the operation, maintenance and protection of the Mannheim Property and all renewals or replacements thereof or articles in substitution therefor, including insurance proceeds and, furthermore, intending to include equipment and facilities of all kinds which constitute fixtures under Laws of the State as the same may be amended, and all replacements and substitutions therefor ("FF&E");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to (a) all policies of insurance, and all rights of owner and insured under those policies including, without limitation, the right to assign ownership, the right to designate the insured, the right to receive refunds of premiums in the event of overpayment or cancellation, and the right to demand, collect, receive and give receipt for all proceeds of every nature; (b) all policies of insurance provided by any tenant in connection with such tenant's occupancy of premises at the Mannheim Property; (c) except as otherwise specifically set forth herein or in any of the other Loan Documents, all insurance payments and proceeds heretofore paid and hereafter to be paid by reason of any loss of income from the Real Property, including, but not limited to, any use or occupancy loss, business interruption or interruption of rental payments under any lease, prepaid premiums or unearned premiums, accrued or accruing; (d) all compensation or other payments accruing for the benefit of Mannheim Borrower or the Mannheim Property under any casualty or title insurance policy; (e) all proceeds and payments received or receivable from any third party as a result of any casualty or damage to the Mannheim Property; (f) all proceeds of the sale or disposition of the Mannheim

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Property or the conversion, voluntary or involuntary, of any of the Mannheim Property into cash or liquidated claims; and (g) except as otherwise specifically set forth herein or in any of the other Loan Documents, and any and all awards, compensation, damages, rights of action and other payments or relief accruing for the benefit of Mannheim Borrower or the Mannheim Property from any Governmental Authority for any reason including any Condemnation, eminent domain or by any proceeding or purchase in lieu thereof, any awards resulting from a change of grade of streets and awards of severance damages of the whole or any part of the Real Property, including any consequential damages resulting therefrom ("**Proceeds**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all licenses, franchises, certifications, authorizations, approvals and permits of every nature that are useful in any way in the operation of the Real Property and the Improvements, issued or approved by any Governmental Authority or other person, including, without implied limitation, certificates of occupancy, occupancy permits, building permits, sign permits, environmental permits, elevator permits, machinery permits, business licenses, ingress and egress permits, all amounts paid for the use and occupancy of the Real Property herein described, governmental awards, credits, refunds, rebates, zoning credits, refunds and rebates under environmental laws, impact fee credits, and all proceeds thereof ("**Permits**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all claims and causes of action which may now or hereafter exist on account of physical damage to the Real Property or the Improvements or injury to business operations, or otherwise, such causes of action that relate to the use, operation, maintenance, occupancy or enjoyment of the Real Property or Improvements, together with the right to bring suit upon any such claim, to effect settlements, and to collect the proceeds, including any consequential damages, resulting therefrom ("**Claims**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to: (a) any tenants-in-common agreement; (b) rights of first refusal or purchase options of interests in Mannheim Borrower or the Mannheim Property; (c) contracts, subcontracts, payment and performance bonds; (d) service, maintenance, operating, repair and other contract rights and commitments; (e) licenses, permits, designs, surveys, plans and specifications; (f) management, and other agreements now or hereafter existing; (g) equipment leases, conditional sale contracts and all rights and options of Mannheim Borrower thereunder, including, without implied limitation, the right to renew or extend the term of any such contract or to purchase the leased equipment; and (h) guaranties and warranties and other assurances of performance; (i) agreements with contractors, materialmen, laborers, managers and other persons providing for the construction, renovation or installation of all or portions of the Improvements, together with all payment and/or performance bonds, insurance policies, certificates and other assurances relating thereto; (j) agreements with architects and engineers for design and supervision services; (k) agreements with all other contractors, engineers, architects, property managers, brokers, professionals and consultants entered into by Mannheim Borrower or any predecessor in title to Mannheim Borrower relating to the Real Property or the Improvements; (l) utility contracts; (m) the right, at Lender's election, to assume any contracts for the sale or financing of the Real Property; and (n) all modifications and amendments and replacements of all of the above ("**Contracts**");

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TOGETHER WITH all right, title and interest of Mannheim Borrower in and to: all deposit accounts; security and other deposits (including tenants' security deposits); utility security deposit accounts and other accounts established as security for the fulfillment of any obligation of Mannheim Borrower or affiliate of Mannheim Borrower in connection with the Real Property; funds (including funds received for the use of parking spaces); instruments; accounts receivable; documents and general intangibles arising out of or used in connection with the operation of the Mannheim Property; and all notes and chattel paper arising from or by virtue of any transaction related to the Mannheim Property, and in and to all reserve or escrow funds or accounts now or hereafter established pursuant to the Loan Documents ("**Accounts**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to: (a) all trade names, royalties, trademarks, service marks, logos, copyrights, goodwill, books and records, and all other general intangibles specific to or used in connection with the operation of the Mannheim Property and all right, title and interest of Mannheim Borrower in and to all refunds, rebates or credits in connection with a reduction in, abatement or deferral of or other agreement changing any Impositions; (b) guaranties and warranties; and (c) all intangible personal property used or useable in the construction, renovation, ownership, management, marketing or operation of the Real Property and improvements herein described or any part thereof and all replacements, additions or accessions thereto, including without implied limitation, Mannheim Borrower's right, title and interest in all goodwill, logos, designs, trade names, trademarks, service marks, copyrights, marketing and advertising materials, books and records and general intangibles (in all record formats, paper and electronic), option rights, licenses, purchase contracts, financing contracts, accounts, contract rights, instruments, chattel paper and other rights of Mannheim Borrower for payment of money for property sold or lent, for services rendered, for money lent or for advances or deposits made, and any other intangible property of Mannheim Borrower related to the Real Property or the Improvements ("**Intangibles**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to surveys, plans, specifications, designs, drawings, and materials prepared for any construction on the Real Property ("**Plans**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock or permits evidencing the same ("**Water Rights**");

TOGETHER WITH all right, title and interest of Mannheim Borrower in and to all oil, gas, mineral rights and all other rights and interests of every nature related thereto now or hereafter appurtenant to the said Real Property ("**Mineral Rights**");

The Construction and Repair Materials, FF&E, Proceeds, Permits, Claims, Contracts, Accounts, Intangibles, Plans, Water Rights, Mineral Rights, Subsurface Rights, together with all right, title and interest of Mannheim Borrower in and to all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to any such items are collectively referred to as the "**Personal Property**."

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All of the above described Real Property, Leases, Rents and Personal Property and the balance of the entire estate, property and interest hereby conveyed for the benefit of Lender, now owned or hereafter acquired, are collectively referred to herein and in the other Loan Documents as the "**Mannheim Property.**"

FOR THE PURPOSE OF SECURING:

- a. Payment of the Indebtedness evidenced by the Note, and any and all modifications, extensions and renewals thereof, including Indebtedness arising as a result of Advances made in the future, including all Advances by Lender to protect the Property or its interests therein as permitted under the Loan Documents or as authorized under the Laws of the State.
- b. Payment and performance of all Obligations of Mannheim Borrower under this Mortgage and under the other Loan Documents.
- c. Payment and performance of all Obligations of Albion under the Albion Mortgage and under the other Albion Loan Documents.
- d. Payment and performance of all obligations of Mannheim Borrower under that certain Guaranty of Payment Agreement made by Mannheim Borrower and Albion of near or even date herewith in favor of Lender (the "**Commerce Payment Guaranty**") with respect to the Obligations of TCG Industrial N Commerce LLC ("**Commerce**") under a Promissory Note to be executed by Commerce in the original principal amount of \$5,980,000 to Lender.
- e. Payment of all other sums, with interest thereon, which may be loaned to Mannheim Borrower, or its successors or assigns, by Lender under the Loan Documents.

TO HAVE AND TO HOLD the Mannheim Property unto Lender and its successors and assigns, to their own use and behoof forever.

PROVIDED ALWAYS, that this Mortgage is made upon the express condition that, if Mannheim Borrower pays to Lender the Indebtedness specified in the Note and all other amounts due under the Loan Documents, without deduction, fraud or delay, and Mannheim Borrower performs and complies with all of the Obligations contained herein and in the other Loan Documents, then this Mortgage and the estate hereby granted will cease and become void.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MANNHEIM BORROWER HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions

The definition for any terms with initial capital letters used in this Agreement but not otherwise defined herein shall be defined as set forth in the Glossary contained in the Loan

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Agreement between Mannheim Borrower and Lender pertaining to the Loan or as otherwise defined in any of the other Loan Documents.

1.2 Construction and Interpretation

The provisions of the Loan Agreement with respect to construction and interpretation of the Loan Documents are incorporated herein by reference.

ARTICLE 2. LOAN INFORMATION

The following information is presented in connection with the Loan. Contact Mannheim Borrower or Lender at their notice addresses set forth herein for additional information.

Loan Amount:	\$14,370,000
Interest Rate:	3.0% per annum.
Maturity Date:	January 10, 2031
Advances:	This Mortgage secures all Advances made by Lender in connection with the Loan up to an amount equal to 200% of the Loan Amount including accrued interest, applicable late charges, foreclosure costs and expenses (including attorneys' fees), plus any other costs and expenses authorized by this Mortgage or the other Loan Documents.

ARTICLE 3. COVENANTS AND AGREEMENTS OF MANNHEIM BORROWER

3.1 Warranty of Title

Mannheim Borrower is the record owner of insurable fee simple title to the Real Property and has all right, power and authority to bargain, sell and convey the Real Property by this Mortgage, and the Real Property is free from all encumbrances, except those Permitted Exceptions identified in **Exhibit B** attached hereto. This Mortgage is and will remain a valid and enforceable first mortgage lien on the Real Property subject only to the Permitted Exceptions.

Mannheim Borrower will preserve such title and will forever warrant and defend the validity and priority of this Mortgage against the claims of all persons and parties whatsoever.

3.2 Warranty of Possession

Mannheim Borrower warrants that Lender will quietly enjoy and possess the Mannheim Property, subject to Mannheim Borrower's right of possession before an Event of Default.

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3.3 Restrictions on Transfer and Encumbrance

Mannheim Borrower will not:

- 3.3.1 Except as allowed by the Loan Documents, permit any Lien to exist on the Mannheim Property or encumber the Mannheim Property (other than Permitted Exceptions) or any interest in Mannheim Borrower or hypothecate any interest in the Mannheim Property (the foregoing will not preclude installment purchases or leases of FF&E, entered into in the ordinary course of business, provided that any security interest granted in connection with any such purchase or lease relates only to the FF&E so purchased or leased).
- 3.3.2 Sell, lease (other than equipment leases in the ordinary course of business and Leases in accordance with the terms of the Loan Agreement) or transfer its interest in all or any portion of the Mannheim Property except as specifically set forth in the Loan Agreement.
- 3.3.3 Record a declaration of condominium or common interest community with respect to all or any portion of the Mannheim Property.
- 3.3.4 Except as allowed by the Loan Documents, change, directly or indirectly, the ownership or Control of Mannheim Borrower or any Entity Acting for Mannheim Borrower including a direct or indirect transfer of first or more remote tier limited partnership interests or stock or membership interests, or voting or non-voting securities or management rights with respect to Mannheim Borrower or any Entity Acting for Mannheim Borrower or otherwise affect the ownership of Mannheim Borrower or any Entity Acting for Mannheim Borrower unless expressly permitted under the Loan Agreement.

3.4 Other Covenants and Agreements

There are numerous material provisions regarding the Loan contained in the Loan Documents referred to herein, including provisions dealing with Defaults, Events of Default, casualty, condemnation, insurance, reserves, impounds, environmental matters and Mannheim Borrower representations, warranties and covenants. All of the provisions, covenants, agreements and definitions as set forth in any of the Loan Documents are hereby incorporated by reference into this Mortgage as though all such provisions, covenants and agreements were set forth herein in full. Particular reference is made to the Glossary contained in the Loan Agreement for the definitions of some of the terms contained herein.

For a copy of the Glossary please apply to Lender in writing as follows:

Mortgage Servicing Director
SENTINEL ASSET MANAGEMENT, INC.
One National Life Drive
Montpelier, VT 05604

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3.5 Additional Covenants and Agreements (Cross Collateralization)

In additions to the other covenants and agreements made by the Mannheim Borrower Parties in the Loan Documents, Mannheim Borrower makes the covenants and agreements contained in **Exhibit C** to this Mortgage, which covenants and Agreements, along with the defined terms defined therein, are incorporated herein by reference.

ARTICLE 4. ASSIGNMENT OF LEASES AND RENTS

4.1 Assignment of Leases and Rents

Mannheim Borrower has executed the Assignment of Rents in favor of Lender, the provisions, agreements, terms and conditions of which are hereby incorporated by reference as though set forth herein in full.

ARTICLE 5. SECURITY AGREEMENT

5.1 Creation of Security Interest

Mannheim Borrower grants to Lender a security interest in Mannheim Borrower's interest in all of the Personal Property, including the proceeds thereof, for the purpose of securing the Indebtedness and all other Obligations of Mannheim Borrower contained in any of the Loan Documents.

This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State. This Mortgage also constitutes a Financing Statement filed as a fixture filing pursuant to the Uniform Commercial Code of the State. Notwithstanding any release of any or all of the Mannheim Property, any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof will survive as a Security Agreement with respect to the security interest created hereby until the repayment and satisfaction in full of all Obligations of Mannheim Borrower.

5.2 Names and Addresses of Parties

Mannheim Borrower hereby certifies that the following are the correct names and addresses for the parties to the Security Agreement created hereunder:

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Name of Debtor:

Address of Debtor:

TCG INDUSTRIAL MANNHEIM LLC

TCG Industrial Mannheim LLC
c/o Trident Capital Group
40 Grove St, Suite 250
Wellesley, MA 02482

Name of Secured Party:

Address of Secured Party:

LIFE INSURANCE COMPANY OF THE
SOUTHWEST

One National Life Drive
Montpelier, VT 05604

5.3 Fixture Filing

This Mortgage constitutes a fixture filing with respect to all of the Personal Property that is attached to or otherwise constitutes a part of the Real Property, under the Uniform Commercial Code of the State.

5.4 Other Financing Statements

Mannheim Borrower warrants and represents that there is no financing statement covering the Mannheim Property, or any part thereof, on file in any public office or, if any such financing statement exists, that it will be paid at or before the closing of the funding of the Loan.

5.5 Further Assurances

Mannheim Borrower hereby authorizes Lender to prepare and file one or more financing statements and renewals, continuation statements and amendments thereof pursuant to the Uniform Commercial Code of the State in form satisfactory to Lender with respect to the Personal Property and any proceeds thereof, and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable.

ARTICLE 6. POWER OF ATTORNEY

6.1 Power of Attorney

Mannheim Borrower hereby irrevocably appoints Lender, or any designee appointed by Lender, or Lender's successors and assigns, as Mannheim Borrower's true and lawful attorney-in-fact, to perform and do, in Mannheim Borrower's name, every act and thing whatsoever requisite and necessary to be done in connection with the Loan and the Mannheim Property upon a Default under any of the Loan Documents, or as otherwise specifically authorized in any of the Loan Documents. This appointment is coupled with an interest, is irrevocable, and will terminate only upon satisfaction of the Indebtedness. Mannheim Borrower hereby ratifies and confirms all that Lender will lawfully do or cause to be done as such attorney-in-fact.

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ARTICLE 7. REMEDIES UPON DEFAULT

7.1 Acceleration upon Default and Available Remedies

Upon the occurrence and during the continuance of an Event of Default, Lender may accelerate the Maturity Date under the Note whereupon the Indebtedness will immediately become due and payable without presentment, demand, protest or Notice of any kind. When the entire Indebtedness becomes due and payable, either at maturity or because of an Event of Default, without Notice to Mannheim Borrower and without regard to the adequacy of the security for the Indebtedness, or the solvency or insolvency of Mannheim Borrower, Lender (or Trustee for the benefit of Lender) may in its discretion:

- 7.1.1 Commence an action to foreclose this Mortgage; conduct a sale of the property; or take action to specifically enforce any of the terms, covenants and conditions hereof.
- 7.1.2 Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of the State, including, without limitation:
 - 7.1.2.1 Either personally or by means of Receiver, taking possession of all or any of the Personal Property and excluding therefrom Mannheim Borrower and all others claiming under Mannheim Borrower, and thereafter holding, storing, using, operating, managing, maintaining and controlling, making repairs, replacements, alterations, additions and improvements to and exercising all rights and powers of Mannheim Borrower in respect of the Personal Property. If Lender demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Mannheim Borrower promises and agrees promptly and peacefully to turn over and deliver complete possession thereof to Lender.
 - 7.1.2.2 Without notice to or demand upon Mannheim Borrower, making such payments and doing such acts as Lender may deem necessary to protect its security interest in the Personal Property, including, paying, purchasing, contesting or compromising any Lien that is before or superior to the security interest of Lender, and in exercising any such rights, paying all expenses incurred in connection therewith.
 - 7.1.2.3 Requiring Mannheim Borrower to assemble the Personal Property or any portion thereof, at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver such Personal Property to Lender, or an agent or representative designated by Lender. Lender, and its agents and representatives will have the right to enter upon any or all of the Real Property and other property of Mannheim Borrower to exercise Lender's rights hereunder.

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- 7.1.2.4 Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Lender may determine. Lender may be a purchaser at any such sale. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Mannheim Borrower at least ten (10) days prior written Notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such Notice may be mailed to Mannheim Borrower in accordance with the Loan Agreement.
- 7.1.3 By itself or by agent, with or without bringing any action, suit or proceeding, immediately enter upon and take possession and control of the Mannheim Property and the Rents, with those rights and powers more particularly set forth herein.
- 7.1.4 Whether or not Lender has brought any action for foreclosure of this Mortgage, make application to a court of competent jurisdiction and obtain the immediate ex parte appointment of a Receiver authorized to immediately enter upon and take possession and control of the Mannheim Property and the Rents with those rights and powers more particularly set forth herein.
- 7.1.5 Without taking possession and control of the Mannheim Property, immediately commence action to collect directly all Rents due to Mannheim Borrower with full rights and powers to notify all Persons liable to make payments of Rents to make said payments directly to Lender or its agents, and Lender or its agents will have the further power and authority to sue for or otherwise collect and receive all Rents.

7.2 Foreclosure and Other Actions by Lender

When the Indebtedness becomes due, whether after Maturity or by acceleration, Lender may institute one or more actions of mortgage foreclosure against the Mannheim Property or take such other action at Law or in equity for the enforcement of this Mortgage and the Note and realization on the Mannheim Property as the Law may allow, and may proceed to final judgment and execution for the entire unpaid balance of the Indebtedness, with interest at the Interest Rate stipulated in the Note to the date of the Event of Default, and thereafter at the Default Rate together with all other sums due in accordance with the provisions of the Note, this Mortgage, and the other Loan Documents. Such judgment may include: (a) all Advances made or obligations incurred by Lender with respect to additional sums loaned by Lender to Mannheim Borrower after the date of this Mortgage and pursuant to the terms of this Mortgage; (b) Impositions, insurance premiums, water or sewer rents, charges or claims, payments of Liens, or repairs to the Mannheim Property; (c) appraiser's fees, documentary and expert evidence, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Lender may deem reasonably necessary (which costs may be estimated as to items to be expended after entry of judgment) either to prosecute such suit or to evidence to bidders at any sale conducted pursuant to such judgment the true condition of the title to or the value of the Mannheim Property; (d) all costs of suit; (e) the protection of the Mannheim Property and the maintenance of this Mortgage, including but not

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limited to reasonable fees of any attorney empowered by Lender in any litigation or proceedings affecting this Mortgage or any other Loan Document, including probate proceedings and Bankruptcy Proceedings or in the preparation for the commencement or defense of any proceeding or threatened suit or proceeding; (f) Lender's exercise of its right of possession as set forth herein; and (g) any other costs reasonably incurred by Lender in proceeding hereunder. If the Mannheim Property consists of separate parcels, Lender may prosecute separate foreclosure actions with respect to one or more of such parcels in such order as Lender determines in its sole discretion. Any real estate or interest therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage, may be sold in one parcel, as an entirety, or in such parcels, and such interests, and in such manner or order as Lender elects in its sole discretion. If Lender elects to exercise its remedies hereunder with respect to a portion, but not all, of the Mannheim Property securing the Loan, no such election or exercise will impair or otherwise affect Lender's Lien upon or rights with respect to the remainder of such Mannheim Property. Lender will not be required to accept any part or parts of the Mannheim Property, as distinguished from the whole, as payment of or for the Indebtedness notwithstanding the value of said part or parts and Lender will not be compelled to accept or allow such apportionment of the Indebtedness to any part of the Mannheim Property. Mannheim Borrower agrees that any court having jurisdiction to foreclose this Mortgage may sell the Mannheim Property in part or in its entirety.

7.3 Power of Sale

This Mortgage contains a power of sale as provided for by the Laws of the State. Should Lender elect to foreclose the Mortgage by exercise of the power of sale herein contained, Lender shall cause to be given all notices required by law. Lender shall then sell the Mannheim Property at the time and place of sale fixed in any notice of sale and as otherwise required by law, either as a whole, or in separate lots or parcels, as Lender shall deem expedient, as allowed by law, to the highest bidder. Lender may postpone any sale by announcement as required by law. Lender shall deliver, or cause to be delivered, to such purchaser or purchasers thereof, good and sufficient deed or deeds conveying the Mannheim Property so sold. Any person, including, without limitation, as allowed by law, Mannheim Borrower or Lender, may purchase at such sale.

7.4 Waiver of Redemption

Mannheim Borrower hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mannheim Borrower and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15 – 1601 or other applicable law or replacement statutes.

7.5 Right of Possession upon Event of Default

7.5.1 In addition to any other rights granted Lender under this Mortgage, upon the occurrence and during the continuance of an Event of Default, Lender in its sole discretion, but without obligation so to do and without Notice to or demand upon

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Mannheim Borrower (except as specifically provided herein), and without releasing Mannheim Borrower from any Obligation, may make any payment or do any act in such manner and to such extent as Lender may deem necessary to protect its interests in the Mannheim Property and its rights and remedies under the Loan Documents, including demanding the surrender of possession of the Mannheim Property in which case Mannheim Borrower will so surrender to Lender and Lender will be entitled to take actual possession of the Mannheim Property or any part thereof, personally, or by its agent or attorneys (together, "agents").

- 7.5.2 If Lender or any agent of Lender or any Receiver takes possession of the Mannheim Property and the Rents, Lender, such agent or Receiver, as applicable, will have and is hereby given the right but will have no obligation, with or without force, or without proceeding by process of Law, to enter upon and take and maintain possession of all or any part of the Mannheim Property together with all documents, books, records, papers and accounts of Mannheim Borrower relating to the Mannheim Property, and may exclude Mannheim Borrower and Mannheim Borrower's agents or servants wholly from the Mannheim Property.
- 7.5.3 If Lender, Lender's agent or the Receiver permits Mannheim Borrower to remain in possession of any part of the Mannheim Property, Mannheim Borrower will pay monthly in advance to Lender, such agent or such Receiver, the fair and reasonable rental value for the use and occupancy of such part of the Mannheim Property as may be in the actual possession of Mannheim Borrower, and upon default of any such payment Mannheim Borrower will vacate and surrender possession of such part of the Mannheim Property to Lender or to such Receiver and, in default thereof, Mannheim Borrower may be evicted by Lender.
- 7.5.4 Lender, such agent or such Receiver may, as attorney-in-fact or agent of Mannheim Borrower or in its own name, hold, operate, manage and control the Mannheim Property and conduct the business, if any, thereof with full power to use such legal or equitable measures as, in its reasonable discretion, Lender may deem proper or necessary to enforce the payment of the Rents, or protect the value, marketability or rentability of the Mannheim Property; (a) to cancel or terminate any Lease for any cause or on any grounds which would entitle Mannheim Borrower to cancel such Lease; (b) to extend or modify any then existing Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire beyond the Maturity Date of the Indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, will be binding upon Mannheim Borrower and all Persons whose interests in the Mannheim Property are subject to the Lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any discharge or satisfaction of the Indebtedness, satisfaction of any foreclosure decree or deficiency judgment, or issuance of any bill of sale or deed to any purchaser; (c) to make all necessary or proper repairs, renewals, replacements, alterations,

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additions, betterments and improvements to the Mannheim Property; (d) to insure and reinsure the Mannheim Property and all risks incidental to possession, operation and management thereof; (e) to collect and receive all Rents and exercise each and every of the rights, privileges and powers herein granted, without notice to Mannheim Borrower; (f) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender; (g) to pay, purchase, contest or compromise any encumbrance, claim, charge, Lien or debt which, may affect or, in Lender's judgment, appear to affect the security of this Mortgage or be prior or superior hereto; (h) in exercising such powers, to pay necessary expenses, including employment of counsel or other appropriate consultants; (i) to elect to disaffirm any Lease or sublease that is then subordinate to the lien hereof, or, at Lender's election, to treat any subordinate Lease as being superior; (j) to exercise all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mannheim Property; and (k) to exercise such other powers as may otherwise be granted by the court or under applicable Law. Lender or such agent or Receiver will be liable to account only for Rents actually received, and Lender will not be liable to account for Rents held by the Receiver. Notwithstanding the appointment of any Receiver, Lender will be entitled to the continued possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of this Mortgage to Lender. Notwithstanding the foregoing rights and powers, neither Lender, such agent nor such Receiver will be obligated to perform or discharge, any obligation, duty or liability under any Lease. Mannheim Borrower will and does hereby agree to indemnify and hold Lender, and each such agent and Receiver harmless of and from any and all liability, loss or damage which it may incur in connection with taking any action it is authorized to take under this section (except for liability, loss or damage that is (y) determined by a court of competent jurisdiction to arise from the gross negligence, fraud, or willful misconduct of Lender, Lender's agent(s) or Receiver, or (z) the result of any acts or omissions by anyone other than Borrower or another Borrower Party or its agent(s) arising after a completed foreclosure of the Property or acceptance by Lender of a deed in lieu of foreclosure), and the amount of any such cost, loss, expense or liability, including reasonable attorneys' fees, will be secured by this Mortgage until paid in full.

7.6 Applicability of Illinois Mortgage Foreclosure Law.

To ensure the maximum degree of flexibility of the Loan Documents under the Illinois Mortgage Foreclosure Law, if any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-101, *et seq.*, as amended from time to time ("Act"), the provisions of the Act will take precedence over the provisions of this Mortgage, but the Act will not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Lender's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Lender will also

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have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act. If any provision of this Mortgage will grant to Lender any rights, remedies, powers or authorities upon default of the Mannheim Borrower which are more limited than what would be vested in Lender under the Act in the absence of such provision, Lender will have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including reasonable attorneys' fees and costs) incurred by Lender to the extent reimbursable under 735 ILCS 5/15-1510, 5/15-1512 or any other provision of the Act, whether incurred before or after any judgment of foreclosure, will be added to the Indebtedness and included in the judgment of foreclosure.

7.7 No Impairment of Obligations

Neither Mannheim Borrower nor any other Person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage will be relieved of such obligation by reason of the failure of Lender to comply with any request of Mannheim Borrower or of any other Person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the other Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mannheim Property or any interest therein and Lender extending the time of payment or modifying the terms of the Mortgage or other Loan Documents without first having given notice to, or obtained the consent of, Mannheim Borrower or such other Person; and, in the latter event, Mannheim Borrower and all such other Persons will continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender.

7.8 Recovery of Expenses by Lender

All expenses incurred by Lender under the Loan Documents and added to the Indebtedness, will be immediately due and payable by Mannheim Borrower, together with interest at the Default Rate, and will be secured by this Mortgage. Lender will have the right, from time to time, to bring an action to recover any sums required to be paid by Mannheim Borrower under the terms of this Mortgage, as they become due, without regard to whether or not the Indebtedness or any other sums evidenced by the Note and secured by this Mortgage will be due, and without prejudice to the right of Lender to bring an action of mortgage foreclosure, or any other action, for any Default by Mannheim Borrower existing at the time the earlier action was commenced.

7.9 Expenses during Redemption Period

If this Mortgage is foreclosed and the Mannheim Property or any part thereof is sold or attempted to be sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the Mannheim Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the lesser of the Default Rate under the Note, or the maximum rate permitted by law, shall be added to and become a part of the amount required to be paid for redemption from such sale.

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7.10 Non-Recourse

This Mortgage is subject to the same limitations on liability as are contained in the Note regarding Recourse Obligations, the provisions of which are incorporated herein by this reference.

ARTICLE 8. ILLINOIS LAW PROVISIONS

8.1 Business Loan Recital/Statutory Exemption

8.1.1 Borrower acknowledges and agrees that (A) the proceeds of the Loan will be used in performance with subparagraph (1) of Section 4 of the Illinois Interest Act (815 ILCS 205/0.01, et seq., including Section 4(1) thereof); (B) the Indebtedness secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4(1); (C) the Indebtedness secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4(1); and (D) the secured Indebtedness is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 *et. seq.* and has been entered into solely for business purposes of Borrower and Borrower's investment or profit, as contemplated by said section.

8.1.2 Without limiting the generality of anything contained herein, Borrower acknowledges and agrees that the transaction of which this Mortgage is part is a transaction which does not include either agricultural real estate (as defined in 15-1201 of the Act) or residential real estate (as defined in 15-1219 of the Act).

8.2 Maximum Principal Amount/Future Advances

This Mortgage shall secure the payment of any amounts advanced from time to time under the Loan Documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future obligations and Indebtedness arising under or in connection with this Mortgage, which future obligations and Indebtedness shall have the same priority as if all such future obligations and Indebtedness were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Lender to make any future advances of any sort. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage shall secure (in addition to any Loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Lender in connection with the Indebtedness to be secured hereby and which are to be reimbursed by Borrower under the terms of this Mortgage; provided, however, that in no event shall the total amount of Loan proceeds disbursed plus such additional amounts exceed \$28,740,000.

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8.3 Sealed Instrument

Borrower intends for this Mortgage to be executed and delivered by Borrower, and accepted by Lender, as a sealed instrument.

ARTICLE 9. GENERAL PROVISIONS

9.1 Governing Law

The Loan will be deemed to have been made in the State and will be governed by and construed and enforced in accordance with the Laws of the State. Mannheim Borrower irrevocably (a) agrees that any suit, action or other legal proceeding brought by Lender or Trustee to enforce any of its rights or remedies under this Mortgage, the Note or the other Loan Documents may be brought in a court of record in the State or in the Courts of the United States of America located in the State; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Mannheim Borrower irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Mannheim Borrower at its address provided in the Loan Agreement. Nothing in this section, however, will affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any suit, action or proceeding against Mannheim Borrower or Mannheim Borrower's assets in the courts of any other jurisdiction.

9.2 Notice

Each Notice under this Mortgage shall be delivered as set forth in the Loan Agreement.

9.3 Additional Security

If Lender holds additional security for any of the Obligations, Lender may enforce the sale thereof or otherwise realize upon such additional security, at its option, either before or concurrently with or after enforcing its remedies hereunder or under any of the Loan Documents.

9.4 Actions to Protect Property

Lender will have the power and authority to institute and maintain any suits and proceedings as Lender may deem advisable as follows: (a) to prevent any impairment of the Mannheim Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve and protect its interest in the Mannheim Property, and (c) to restrain the enforcement of or compliance with any Law that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such Law might impair the security hereunder or be prejudicial to Lender's interest. Any such power and authority of Lender may be exercised through the Trustee if required or permitted by applicable law or custom.

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9.5 Proof of Claim

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mannheim Borrower or any Guarantor, Lender may, to the extent permitted by law, file such proof of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceedings for the entire Indebtedness due at the date of the institution of such case or proceedings, and for any additional amounts which may become due and payable by Mannheim Borrower after such date whether by the passage of time or by way of acceleration of the due date of such indebtedness or Obligation as may be provided for in any of the Loan Documents.

9.6 Survival of Representations and Warranties

All representations and warranties of Mannheim Borrower contained herein or in any other Loan Document will survive the making of the Loan and the execution and delivery of the Note, and are material and have been relied upon by Lender, notwithstanding any investigation or inquiry made by Lender.

9.7 Severability of Provisions

If a court of competent jurisdiction finds any provision of this Mortgage or the other Loan Documents to be invalid or unenforceable as to any Person or circumstance in any state, such finding will not render that provision invalid or unenforceable as to any other Person or circumstance or state. Where permitted by applicable Laws, any provision found invalid or unenforceable will be deemed modified to the extent necessary to be within the limits of enforceability or validity; however, if such provision cannot be deemed so modified, it will be deemed stricken and all other provisions of this Mortgage in all other respects will remain valid and enforceable.

9.8 Invalidity of Lien

If the lien of this Mortgage is invalid or unenforceable as to any part of the Indebtedness, or if the lien is invalid or unenforceable as to any part of the Mannheim Property, the unsecured or partially secured portion of the Indebtedness will be paid completely before the payment of the remaining and secured or partially secured portion of the Indebtedness, and all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness which is not secured or not fully secured by the lien of this Mortgage.

9.9 Subrogation

To the extent that proceeds of the Note are used to pay any outstanding Lien against the Mannheim Property, Lender will be subrogated to any and all rights and Liens held by any such owner or holder, irrespective of whether such Liens are released.

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9.10 Merger; Construction Against

If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mannheim Property will at any time become vested in one owner, this Mortgage and the lien created hereby will not be destroyed or terminated by application of the Doctrine of Merger, and, in such event, Lender will continue to have and enjoy all of the rights and privileges of Lender as purchaser after any foreclosure.

9.11 Intentionally Omitted

9.12 Prejudgment Remedies

TO INDUCE LENDER TO MAKE THE LOAN, MANNHEIM BORROWER AGREES THAT THE LOAN EVIDENCED BY THE NOTE, THIS MORTGAGE AND ALL OTHER LOAN DOCUMENTS ARE AND EVIDENCE A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION, AND WAIVES ANY AND ALL RIGHT MANNHEIM BORROWER MAY HAVE UNDER APPLICABLE FEDERAL OR STATE LAWS TO NOTICE AND HEARING OR TO REQUIRE POSTING OF ANY BOND BEFORE ISSUANCE OF PREJUDGMENT REMEDIES, AND AUTHORIZES LENDER'S ATTORNEY TO ISSUE A WRIT FOR ANY PREJUDGMENT REMEDY WITHOUT COURT ORDER PROVIDED THE COMPLAINT SETS FORTH A COPY OF THIS WAIVER.

9.13 Joint and Several Obligations

If this Mortgage is executed by more than one Person as Mannheim Borrower, the obligations of such Persons hereunder will be joint and several Obligations.

9.14 Time of Essence

Time is of the essence in all matters pertaining to this instrument.

9.15 Jury Trial Waiver

MANNHEIM BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH MANNHEIM BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS, INDIVIDUALLY, EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MANNHEIM BORROWER.

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9.16 Effective Date

In the event that this instrument is executed and delivered by the parties without entering an effective date, the effective date, unless otherwise provided for herein, will be deemed to be the date on which the Loan proceeds were disbursed to Mannheim Borrower.

(Execution pages follow)

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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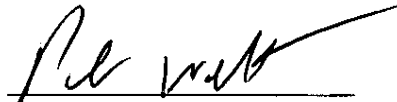
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Mortgage
250 N Mannheim
Execution Page 1

IN WITNESS WHEREOF, the undersigned have executed and delivered this instrument effective as of the date first above written.

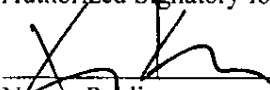
MANNHEIM BORROWER

TCG INDUSTRIAL MANNHEIM LLC, a
Delaware limited liability company

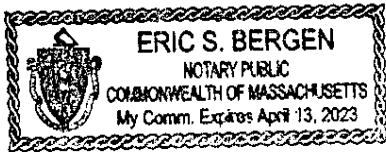
By: 
Name: Peter Walter
Its: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Norfolk)

On this 18th day of December 2020, before me, the undersigned notary public, personally appeared Peter Walter, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Authorized Signatory for TCG Industrial Mannheim LLC.


Notary Public
My commission expires 4/13/23

(Notary Seal)



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Mannheim
Exhibit A Page 1

EXHIBIT A DESCRIPTION OF THE LAND

Parcel 1:

Lots 1 and 2 in Advent Realty Resubdivision, being a Resubdivision of Lot 1 in Narco Hillside Center for Industry, a Subdivision of part of the North 900.00 feet (measured at right angles) of Northeast 1/4 of Section 17, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as granted in the special warranty deed recorded as document 20044050 and filed as document number LR1123918 for the purpose of ingress and egress and also for the purpose of introducing and connecting sewers, water mains and public utilities over the West 65.4 feet of the East 98.4 feet of the North 900 feet of the Northeast 1/4 of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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Exhibit B Page 1

EXHIBIT B PERMITTED EXCEPTIONS (Mannheim)

1. Any 2020 property taxes that are not yet due or payable.
2. Reservation of the right to a street crossing and right of way to "Covell Road" n/k/a Mannheim Road at or near the center of said tract as therein described, as contained in the quit-claim filed for record July 18, 1913 as Document Number LR32200. (Affects Easement Parcel 2)
3. Grant of easement for Public Utilities made by LaSalle National Bank, as trustee under trust No. 44311 to the Commonwealth Edison Company for constructing and maintenance of equipment on the South 10.00 feet and the West 5.00 feet of the Land, said instrument filed February 22, 1973 as document number LR2676505 and shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009.
4. Easement over the West 10.00 feet of the East 29.00 feet of Lot 1 of the Land for the purpose of installing and maintaining all equipment necessary to serve the Subdivision and other Land with telephone and electrical service, together with the right to overhang aerial service wires and the right of access to such wires, as created by Grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns recorded October 12, 1979 as document number LR3124121 and shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised last revised December 18, 2020, Project No. 5313-300-009.
5. Easement granted June 2, 1975 and filed June 26, 1975 as document number LR2815323 between La Salle National Bank, a National Banking Association as Trustee under Trust Agreement dated June 21, 1972 and known as trust number 44311 and La Salle National Bank, a National Banking Association, as trustee under trust agreement dated September 10, 1971 and known as trust number 44192 of a non-exclusive perpetual easement for the use, repair, maintenance or replacement of a track for railroad purpose and shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009.
6. Grant of easement over part of the Land made by La Salle National Bank, a National Banking Association, as Trustee Under Trust No. 44311 dated January 10, 1977 and filed September 1, 1977 as document number LR2964155 of a non-exclusive perpetual easement for the use, repair, maintenance or replacement of a track for railroad purpose and shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009.

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Mortgage
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7. Encroachment of fence located mainly on the Land onto property South of and adjoining by approximately .90 feet and; Concrete Walk and handrail located mainly on the Land onto the property West and adjoining by approximately 6.65 feet; as shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009.

8. (A) terms, provisions, and conditions relating to the easement described as parcel 2, Contained in the instrument creating said easement
(B) rights of the adjoining owner or owners to the concurrent use of said easement
and shown on the survey prepared by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009.

9. Rights of the public or quasi-public utilities, as shown on survey by Weaver Consultants Group dated November 25, 2020, last revised December 18, 2020, Project No. 5313-300-009, depicting the following:

Power Poles and overhead wires and cables located along the North line of the Land.

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Exhibit C Page 1

EXHIBIT C ADDITIONAL COLLATERAL

Said Loan is further secured by: (i) an Open End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by TCG Industrial Albion LLC of near or even date securing lands and premises located at 798-800 Albion Avenue, Aurora, Cook County, Illinois ("**Albion Mortgage**"); and (ii) an Open End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by TCG Industrial N Commerce LLC of near or even date securing lands and premises located at 555 N Commerce, Aurora, DuPage County, Illinois ("**N Commerce Mortgage**"). Both the Albion Mortgage and the Commerce Mortgage are cross collateralized by this Mortgage.

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