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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2120419077

Doc# 2120419077 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/23/2021 03:16 PM PG: 1 OF 14

The property identified as: PIN: 21-30-307-017-0000

Address:

Street: 7628-30 S Phillips Ave

Street line 2:

City: Chicago

State: IL

ZIP Code: 60649

Lender: Liberty Bank for Savings

Borrower: 7628-30 Phillips LLC, an Illinois limited liability company

Loan / Mortgage Amount: \$300,000.00

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

TRULY
TITLE

210316220

2083

Certificate number: 142D3123-E078-47CC-8CC4-E3DB6DC4DAFE

Execution date: 7/22/2021

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**MORTGAGE PREPARED BY
AND WHEN RECORDED
MAIL TO:**

Liberty Bank for Savings
7111 W. Foster Avenue
Chicago, Illinois 60656

**Loan Number:
1028405325**

2100316220

SPACE ABOVE THIS LINE FOR RECORDER'S USE



MORTGAGE

ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, including Assignment of Rents and Security Agreement (herein this "Mortgage") is made and entered into on this 22nd day of JULY, 2021, by and between 7628-30 Phillips LLC, whose address is 7320 N Oketo Ave Chicago IL 60631, (herein the "Borrower"), and **LIBERTY BANK FOR SAVINGS, a state-chartered savings bank, organized and existing under the laws of the State of Illinois, whose address is 7111 W. Foster Avenue, Chicago, Illinois 60656 (herein the "Lender").**

Borrower is indebted to Lender in the principal sum of **THREE HUNDRED THOUSAND AND 00/100 Dollars (\$300,000.00)**, which indebtedness (herein the "Indebtedness") is evidenced by Borrower's Note dated 07/22/2021 (herein the "Note"), providing for monthly installments of principal and interest, with the balance of the Indebtedness, if not sooner paid, due and payable on 08/01/2026.

TO SECURE TO LENDER: (a) the repayment of the Indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrower pursuant to the provisions of this Mortgage (herein "Future Advances"); (c) the performance of the covenants and agreements contained in this Mortgage, any and all guaranties, and any and all other agreements, certificates and documents, whether now or hereafter existing, executed in connection with the Indebtedness, as such may be amended from time to time (herein the "Loan Documents"), and; (d) the payment of all other sums, with interest thereon, advanced in accordance with the provisions of the Loan Documents, **BORROWER DOES HEREBY mortgage, grant, convey and assign to Lender the following described property located in the County of Cook, State of Illinois:**

(LEGAL DESCRIPTION ON FOLLOWING PAGE)

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Subject Property Address:

7628-30 S. Phillips Ave.
Chicago, IL 60649

Permanent Index No. (PIN): 21-30-307-017-0000

Legal Description:

THE SOUTH 25 FEET OF LOT 9 AND ALL OF LOT 10 IN BLOCK 5 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30 TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Together with all buildings, improvements, and tenements now or hereafter erected on the real property, and all heretofore or hereafter vacated alleys and streets abutting the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, floor coverings, furniture, pictures, antennas, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage, all of the foregoing, together with the above-described real property, being herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower, on its own behalf and on behalf of any persons or entities who or which have executed, or do in the future execute, a guaranty of the Indebtedness (herein the "Guarantors"), and Lender covenant and agree as follows:

1. PAYMENT AND PERFORMANCE. Borrower shall timely pay when due the principal and interest on the Indebtedness, any prepayment and late charges provided in the Note, and all other sums secured by this Mortgage and timely perform all obligations under this Mortgage.

2. PAYMENT OF FUNDS FOR PAYMENT OF TAXES, INSURANCE AND OTHER CHARGES. Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal or interest are payable under the Note, until the Indebtedness is paid in full, a sum (herein the "Funds") equal to one-twelfth of (i) the yearly charges for sewer and water, and taxes and assessments which may be levied on the Property, (ii) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Property as Lender may require, and (iii) any yearly premium installments for any mortgage insurance required by Lender, all as reasonably estimated initially and from time to time

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by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole and absolute discretion, at any time upon notice in writing to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option. The Funds shall be held in an institution (including Lender) or institutions the deposits or accounts of which are insured or guaranteed by a Federal agency. Lender shall apply the Funds to pay such taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in any of the Loan Documents. Unless Lender and Borrower otherwise agree in writing, or applicable law requires that interest, earnings or profits be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. The Funds are hereby pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Lender at the time of Lender's accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, rents and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender requesting payment thereof. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or other event of default hereunder, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, rents, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against other sums secured by this Mortgage. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

3. APPLICATION OF PAYMENTS RECEIVED. Unless applicable law provides otherwise, payments received by Lender from Borrower under the Note or this Mortgage shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrower under section 2; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to this Mortgage; (v) principal of advances made pursuant to this Mortgage; (vi) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Mortgage in such order as Lender, at Lender's option may determine. Provided, however, that notwithstanding the foregoing, (i) Lender may, at Lender's option, apply any sums payable pursuant to section 9 prior to interest on and principal of the Note, and (ii) any payments received which are in an amount less than all amounts then due and payable may be applied by Lender in any manner and in any order as Lender may determine in Lender's sole and absolute discretion, and Lender's acceptance of any such underpayment shall not constitute a waiver of any of Lender's rights or remedies, including the right to either require payment in full of future payments or declare a default for failure to make a payment in full of any future payment.

4. BORROWER'S PAYMENT OF CHARGES AND LIENS. Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums, and Other Impositions attributable to the

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Property at Lender's option in the manner provided in this Mortgage or, if not paid in such manner with Lender's written consent, then by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this section or section 2, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien, which has, or may have, priority over or equality with, the lien of this Mortgage, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Mortgage to be perfected against the Property.

5. REPRESENTATIONS AND WARRANTIES. In addition to, and without limiting any other representations, warranties or covenants contained herein, Borrower, on its own behalf and on behalf of any Guarantors, represents, warrants and covenants to Lender as follows:

- (a) Borrower and any and all Guarantors have the full power, right and authority to enter into, execute and deliver the Note, Mortgage, any and all guaranties, and any other Loan Documents. If Borrower or any Guarantor is a corporation, partnership, limited liability company, or other legal entity, (i) it is duly organized, validly existing and in good standing under the laws of the State of Illinois, (ii) it has the lawful power and authority to own its properties, carry on its business, and enter into and fully perform the agreements contained in the Loan Documents (iii) it has all permits and licenses necessary to conduct its business, and (iv) nothing contained in any of its articles of incorporation, bylaws, partnership agreement, operating agreement, or other organizational or governance document or instrument prohibits, limits or renders unenforceable, in whole or in part, any obligations under any of the Loan Documents.
- (b) There are no actions, suits or proceedings pending or threatened against Borrower or any Guarantor which could, (i) result in a lien against the Property, (ii) prevent or interfere with Borrower's, or any Guarantor's, full performance of their obligations under the Loan Documents, or (iii) result in a breach or violation of any provision of any of the Loan Documents.
- (c) All federal and state tax returns and reports of Borrower and any Guarantor required to be filed have been duly and timely filed, and any and all taxes, assessments, fees and other governmental charges upon or with respect to the Property, which are due and payable, have been paid.
- (d) Borrower and each of the Guarantors, (i) are solvent and no transaction or undertaking contemplated by or under the Loan Documents renders or will render any of them insolvent, (ii) retains sufficient capital for the business and transactions in which it engages, and no obligation under the Loan Documents is beyond its ability to pay such obligation, and (iii) are not contemplating the filing of a petition under any state or federal bankruptcy or insolvency laws.
- (e) The loan evidenced by the Note constitutes, and is, a business purpose loan within the purview of all applicable state and federal laws and regulations.
- (f) No representation or warranty by or on behalf of Borrower or any Guarantor contained in any Loan Document or certificate or other document furnished by or on behalf of Borrower or any Guarantor in connection with the loan evidenced by the Note contains any untrue statement or omits to state any material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made.
- (g) All of the representations and warranties contained in any of the Loan Documents shall survive and continue to be true, complete and correct until all of the indebtedness evidenced by the Note is paid and satisfied in full.

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6. INSURANCE. Borrower shall keep all buildings and improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire and other hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require, and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid, in the manner provided in this Mortgage, or in such other manner as Lender may designate in writing. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender. In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds, provided however, that nothing contained in this section shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order of application provided in this Mortgage. If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments or change the amounts of such installments. If the Property is sold at a foreclosure sale or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

7. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (i) shall not commit waste or permit impairment or deterioration of the Property, (ii) shall not abandon the Property, (iii) shall restore or repair promptly and in good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (v) shall comply with, and not permit the violation of, all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including those relating to environmental protection, (vi) shall provide for professional management of the Property by a residential rental property manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless such requirement shall be waived by Lender in writing, (vii) shall generally operate and maintain the Property in a manner to ensure maximum rentals, and (viii) shall give written notice to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Borrower shall not remove, demolish or alter any improvement now existing or hereafter erected on the Property or

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any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

8. USE OF THE PROPERTY; ZONING. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classifications of the Property without Lender's prior written consent.

9. PROTECTION OF LENDER'S SECURITY INTEREST. If Borrower fails to perform any covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance. Any amounts disbursed by Lender pursuant to this section, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this section shall require Lender to incur any expense or take any action hereunder.

10. NO LENDER OBLIGATION OR LIABILITY. Lender shall have no obligation or liability with respect to, and no responsibility for, the care, control, management or repair of the Property, and shall not be liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in any loss or injury to any person. Lender shall not be obligated to perform or discharge any obligation, duty or liability of Borrower under any of the Loan Documents or under any leases or contracts relating to the Property, and Borrower and each Guarantor shall and does hereby agree to indemnify against and hold the Lender harmless from and with respect to, (i) any and all liability, loss or damage which the Lender may incur under or with respect to the Property or under or by reason of its exercise of rights with respect to the Property under any of the Loan Documents, and (ii) any and all claims and demands which may be asserted against it by reason of any alleged obligation or undertaking to perform or discharge any agreement relating to the Property.

11. LENDER'S ACCESS TO THE PROPERTY. Lender may make or cause to be made reasonable entries upon, and inspections of, the Property.

12. FINANCIAL STATEMENTS AND INFORMATION, BOOKS AND RECORDS. Borrower shall keep and maintain at all times at Borrower's address stated in this Mortgage, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to accurately and correctly reflect the results of the operation of the Property, and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other documents shall be subject to examination and inspection by Lender at any reasonable time. In addition to the requirement to provide copies of leases under section 19, within one hundred and twenty days after the end of each fiscal year of Borrower, and at any other time upon Lender's request, Borrower shall also furnish Lender the following documents and information relating to the operation of the Property: (i) a balance sheet,

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(ii) a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant, and (iii) a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid. In addition to, and without limiting, any of the foregoing, Borrower and each Guarantor shall also furnish to Lender: (i) copies, certified in a form satisfactory to Lender to be true and correct, of all state and federal tax returns, within sixty (60) days after the date on which such returns are filed, (ii) on or before the first day of April of each calendar year, updated and current certified financial statements, in a form satisfactory to Lender, and (iii) upon Lender's request, such other financial statements and documents as Lender may reasonably require. Borrower, on its own behalf and on behalf of each Guarantor, agrees to immediately advise Lender of any material adverse change in the financial condition of Borrower or any Guarantor, or any of their respective businesses, or the operation or condition of the Property. The failure of any party to timely furnish any financial information or documents as required in this section or in any other Loan Documents shall constitute an event of default. In addition to the foregoing, Borrower, on its own behalf and on behalf of any Guarantors, authorizes Lender to obtain credit reports on Borrower and any Guarantor, at any time and from time to time.

13. CONDEMNATION OF THE PROPERTY. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Borrower shall appear in and prosecute or defend any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute or defend, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender. Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in this Mortgage, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installment payments referred to in sections 1 and 2 hereof or change the amount of such installment payments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

14. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or Guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of any indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness hereunder, accept a renewal note or notes therefor, modify the terms or time of payment of said indebtedness, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any such actions taken by Lender pursuant to the terms of this section shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other

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entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of the lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

15. EVENTS OF DEFAULT. Notwithstanding anything to the contrary herein, or in any of the other Loan Documents and without limiting any other provision herein, or in any other Loan Document defining any event, circumstance, act or omission as constituting an event of default, each of the following shall, at the Lender's option, constitute an event of default under this Mortgage, entitling the Lender to exercise any and all remedies available to it under this Mortgage, any other Loan Documents, or applicable laws: (i) a violation or breach of, or default under, any provision of any of the Loan Documents, by Borrower or any Guarantor; (ii) any representation, warranty or statement made or furnished to Lender by Borrower or any Guarantor is false or misleading in any material respect, whether such was the case at the time it was made or furnished, or if it becomes false or misleading at any time thereafter; (iii) any of the Loan Documents ceases to be in full force and effect at any time or for any reason, and; (iv) the death, dissolution or insolvency of Borrower or any Guarantor.

16. LENDER FORBEARANCE NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by any other Loan Document or applicable law, shall not be or constitute a waiver of or preclude the exercise of such right or remedy, or any other right or remedy available to Lender. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or other payment of taxes or other liens or charges by Lender shall not be a waiver of any of Lender's rights or remedies hereunder, nor shall Lender's receipt of any awards, proceeds or damages under any provisions of this Mortgage operate to cure or waive Borrower's default in payment of sums and secured by this Mortgage.

17. ESTOPPEL CERTIFICATES. Borrower shall, from time to time, within ten days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

18. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Mortgage is also a security agreement under the Uniform Commercial Code for any of the Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively herein, "UCC Collateral"), and Borrower hereby grants to Lender a security interest in such UCC Collateral. Borrower also hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require in order to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Borrower shall not, without Lender's prior written consent, create or permit to exist any other lien or security interest in any of the UCC Collateral. If an event of default (as defined herein) has occurred and is continuing, Lender shall have all remedies of a secured party under the Uniform Commercial Code, in addition to all other rights and remedies provided in this Mortgage or existing under other applicable law. In exercising any such rights or remedies, Lender may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other rights or remedies. This Mortgage also constitutes a financing statement with respect to any part of the Property which is or may become a fixture.

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19. LEASES. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower will not lease any portion of the Property for non-residential use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. All leases of the Property shall specifically provide that: (i) such leases are subordinate to this Mortgage; (ii) the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (iii) the tenant agrees to execute such further evidences of attornment as Lender may from time to time request, and; (iv) the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's prior written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this Mortgage. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that the rents thereafter due shall continue to be payable without set-off or deduction. Upon Lender's request, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Property and all security deposits made by tenants in connection with such leases of the Property. Upon assignment by Borrower to Lender of any leases of the Property, Lender shall have all of the rights and powers possessed by Borrower prior to such assignment and Lender shall have the right to modify, extend or terminate such existing leases and to execute new leases, in Lender's sole discretion.

20. LENDER'S REMEDIES CUMULATIVE. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised, at Lender's option, concurrently, independently, or successively, in any order whatsoever.

21. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted under this Mortgage. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Mortgage.

22. NO SALE OR TRANSFER OF THE PROPERTY WITHOUT LENDER'S CONSENT. Subject to applicable law, Lender may, at Lender's option, declare immediately due and payable all sums

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secured by this Mortgage upon any sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. For purposes of this section, a "sale or transfer" shall mean and include any direct or indirect conveyance of the Property or any right, title or interest in the Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in, or to, any land trust holding title to the real Property, or by any other method of conveyance of an interest in the Property.

23. NOTICE. Except for any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Mortgage or in any other Loan Document shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (ii) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage or in any other Loan Document shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

24. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. Lender or Lender's successor in interest may, without the consent of or prior notice to Borrower or any Guarantors, at any time and from time to time, sell or transfer (i) the Note or any interest in the Note, together with other Loan Documents, and (ii) separately or together with a sale or transfer of the Note or an interest in the Note, the loan servicing rights in connection with the Indebtedness. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

25. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision of this Mortgage or any other Loan Document conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or other Loan Document which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and the other Loan Document are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in any other Loan Document, whether considered separately or together with other charges levied in connection with this Mortgage and the other Loan Documents, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the Indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term on the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

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26. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

27. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interest in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any Guarantor, and any other party who consents to this Mortgage, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

28. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the Indebtedness, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Mortgage in the order provided in this Mortgage with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Property as specified in this section as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents payable to and pay such rents to Lender or Lender's agents upon Lender's written demand, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower. Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this section, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for

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the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as Lender deems best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligations or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or not done by Lender under this section. If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Mortgage ceases to secure the indebtedness held by Lender.

29. LENDER'S REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, or upon any other event of default as defined in this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided for in this Mortgage or in any other Loan Document. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

30. FURTHER ASSURANCES. Upon Lender's request, at any time and from time to time, Borrower and each Guarantor shall make, execute and deliver to Lender, and file or record as requested by Lender, any and all mortgages, security agreements, financing statements or other documents, instruments or certificates (including specifically but not limited to documents and instruments causing an amendment of Borrower's articles of incorporation, bylaws, operating agreement or other organizational or governance documents) as Lender may require, in its sole and absolute discretion, in order to fully effectuate, complete, perfect or preserve, (i) the obligations of Borrower or any Guarantor under any of the Loan Documents, or (ii) the validity and priority of any lien of Lender on or with respect to the Property or any assets or other property used or useful in connection with the operation or maintenance of the Property.

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31. **RELEASE OF MORTGAGE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

32. **WAIVER OF HOMESTEAD AND REDEMPTION.** Borrower hereby waives and releases, to the fullest extent permitted by applicable law, (i) all rights under the homestead exemption laws of the State of Illinois, (ii) all rights of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Mortgage under any decree or judgment of foreclosure, and (iii) all rights of reinstatement.

33. **FUTURE ADVANCES.** Upon request of Borrower, Lender, at Lender's option so long as this Mortgage secures any indebtedness held by Lender, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by a promissory note or notes stating that said note or notes are secured hereby.


Borrower, having read and understood the provisions of this Mortgage and the other Loan Documents, has executed this Mortgage or has caused the same to be executed by its duly authorized representatives as of the date hereof.

7628-30 Phillips LLC

By: 
Enrico A. Debartolo, Manager

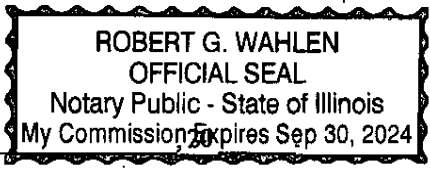
State of Illinois)
County of Cook) SS.

Enrico A. Debartolo

 the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roberto G. Wahlen as (Officer(s) / Member(s)) of 7628-30 Phillips LLC, an Illinois (Corporation / Limited Liability Company), personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such (Officer(s) / Member(s)), he(she)(they) signed, sealed and delivered the said instrument, as his(her)(their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of July, 2021


Notary Public



My Commission expires: _____