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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713

Doc#: 2209733136 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/07/2022 10:29 AM Pg: 1 of 23

The property identified as: **PIN:** 16-11-412-063-0000

**Address:**

**Street:** 3333 W LAKE STREET

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60624

**Lender:** NCIF NEW MARKETS CAPITAL FUND 49 CDE, LLC

**Borrower:** 3333 LAKE OWNER, LLC

**Loan / Mortgage Amount:** \$5,335,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity or person.

Freedom Title Corporation  
2000 W ATT Center Dr., Ste C205  
Hoffman Estates, IL 60192

FR 6719775  
3/6

**Certificate number:** 3E5AC014-BD17-4EAE-9CB7-A6B0F2A1F257

**Execution date:** 3/25/2022

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Freedom Title Corporation  
2000 W ATT Center Dr., Ste C205  
Hoffman Estates, IL 60192

FR6719775 3/6

**This Document Prepared By  
and After Recording Return to:**

Dentons US LLP  
233 South Wacker Drive, Suite 5900  
Chicago, Illinois 60606  
Attention: Alejandro Amezcua

**P.L.N (s):**  
16-11-412-063-0000  
16-11-306-001-0000  
16-11-306-002-0000

**Common Address:**  
3333 West Lake Street, Chicago, IL 60624  
3843 West Lake Street, Chicago, IL 60624  
-47

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

**3333 LAKE OWNER, LLC,**  
an Illinois limited liability company,

as Borrower

to

**NCIF NEW MARKETS CAPITAL FUND 49 CDE, LLC,**  
a Delaware limited liability company

as Lender

Dated: April 5, 2022

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM PRINCIPAL AMOUNT OF THE NOTES SECURED BY THIS MORTGAGE IS \$5,335,000.00, TOGETHER WITH SUCH ADDITIONAL AMOUNTS AS MAY BE ADVANCED BY LENDER AND FOR WHICH NO MORTGAGE REGISTRATION TAX IS PAYABLE PURSUANT TO THE APPLICABLE LAW IN THE STATE OF ILLINOIS.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT (this "*Mortgage*") is made as of April 5, 2022 (the "*Effective Date*"), by 3333 LAKE OWNER, LLC, an Illinois limited liability company ("*Borrower*"), in favor of NCIF NEW MARKETS CAPITAL FUND 49 CDE, LLC, a Delaware limited liability company ("*Lender*").

### RECITALS

A. Borrower is the fee owner of the real property legally described on Exhibit A attached hereto and hereby made a part hereof (the "*Land*").

B. Lender has agreed to make certain loans (collectively, the "*Loans*") to the Borrower in the aggregate principal amount of Five Million Three Hundred Thirty-Five Thousand and No/100 Dollars (\$5,335,000.00), with such Loans evidenced by: (i) that certain Promissory Note (NCIF Note A-1) dated as of the Effective Date in the principal amount of Three Million Five Hundred Seventy-Five Thousand and No/100 Dollars (\$3,575,000.00) payable to Lender, as the same may be amended, supplemented or otherwise modified from time to time ("*NCIF Note A-1*"); (ii) that certain Promissory Note (NCIF Note A-2) dated as of the Effective Date in the principal amount of Three Hundred Eighty-Three Thousand Three Hundred Fifty and No/100 Dollars (\$383,350.00) payable to Lender, as the same may be amended, supplemented or otherwise modified from time to time ("*NCIF Note A-2*"); and (iii) that certain Promissory Note (NCIF Note B) dated as of the Effective Date in the principal amount of One Million Three Hundred Seventy-Six Thousand Six Hundred Fifty and No/100 Dollars (\$1,376,650.00) payable to Lender, as the same may be amended, supplemented or otherwise modified from time to time ("*NCIF Note B*"); together with NCIF Note A-1 and NCIF Note A-2, the "*Notes*"). The Loans are the subject of that certain Loan Agreement of even date herewith by and among Borrower and Lender (the "*Loan Agreement*," which term shall include any amendment, modification, supplement, extension, renewal, replacement or restatement thereof), pursuant to which Lender has agreed to finance in part the development and renovation of a certain buildings on the Land. All capitalized terms herein which are not otherwise defined herein shall have the meanings assigned thereto as set forth in the Loan Agreement. The Notes, the Loan Agreement and each of the other Loan Documents are hereby incorporated herein by reference.

D. The obligations secured by this Mortgage (collectively, the "*Obligations*") are the prompt payment and/or performance of the following:

- (i) the principal amount of \$5,335,000.00; plus

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(ii) interest on the amount advanced and unpaid, at the interest rate or rates provided in the Notes and the Loan Agreement; plus

(iii) all other amounts payable by Borrower and the performance of all other agreements of Borrower under the Loan Documents as the same now exist or may hereafter be amended.

E. The Obligations shall mature on or before [December 31, 2056], or such earlier date as set forth in the Notes and the Loan Agreement (the "**Maturity Date**").

F. Lender requires, as a condition to extending the Loans, that Borrower subject its interest in the Land and all improvements thereon to the lien of this Mortgage.

NOW, THEREFORE, Borrower, in consideration of the foregoing recitals, which are hereby incorporated herein by reference and which are true and correct as of the Effective Date, and of Lender making the Loans, and to secure the Loans and payment and performance of the Obligations, hereby grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, forever, with power of sale, and grants to Lender, its successors and assigns, a security interest in, the following, all of which is called the "Mortgaged Property":

## A. LAND AND IMPROVEMENTS

Borrower's fee simple interest in the Land, all mineral rights, hereditaments, easements and appurtenances thereto, and all improvements and structures now or hereafter located thereon (the "**Improvements**"); and

## B. FIXTURES AND PERSONAL PROPERTY

All fixtures (the "**Fixtures**") and all goods, machinery, equipment, construction building materials and similar personal property stored on and/or to be included in the Improvements (collectively the "**Personal Property**") now or hereafter located on, in or under the Land and the Improvements, or usable in connection with the Land or the Improvements, and which are owned by Borrower or in which Borrower has an interest, plus any repairs, replacements and betterments to or of any of the foregoing; and

## C. LEASES AND RENTS

All rights of Borrower with respect to tenants or occupants now or hereafter occupying any part of the Land or the Improvements, all leases, including the Permitted Leases, all guaranties thereof, all licenses, and all rights in connection therewith, whether oral or written (collectively hereunder, the "**Leases**"), and all rents, income, royalties, revenues and payments, including prepayments and security deposits, payments in termination of Leases, payments for the rental or sale or use of rooms, for goods sold or leased, for food or beverage sold on or from the Land and the Improvements, for any entertainment offered on the Land and the Improvements, for services rendered, whether or not yet earned by performance, for the rental, sale or use of any equipment, from vending machines, and all payments from any consumer credit/charge card organization, whether or not now existing or owed, or hereafter credited or owed (collectively the "**Rents**"),

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which are now or hereafter due or to be paid in connection with the Land, the Improvements, the Fixtures or the Personal Property; and

## D. GENERAL INTANGIBLES

All general intangibles of Borrower which relate to any of the Land, the Improvements, the Fixtures, the Personal Property, the Leases or the Rents, including proceeds of insurance and condemnation or conveyance of the Land and the Improvements, accounts, trade names, contract rights, accounts and bank accounts; and

## E. OTHER PROPERTY

All feasibility studies, plans and specifications, soil tests, environmental reports, engineering reports, architect's, engineer's and construction contracts, licenses, permits, certificates and documents relating to the Land, the Improvements, the Fixtures and the Personal Property.

## F. AFTER ACQUIRED PROPERTY AND PROCEEDS

All property similar to the property herein described and conveyed which may be subsequently acquired by Borrower and used in connection with the Land, the Improvements, the Fixtures, the Personal Property and other property; and all cash and noncash proceeds and products of all of the foregoing property.

TO HAVE AND TO HOLD the same, and all estate therein, together with all the rights, privileges and appurtenances thereunto belonging, to the use and benefit of Lender, its successors and assigns, forever.

PROVIDED NEVERTHELESS, should Borrower pay and perform all the Obligations, then these presents will be of no further force and effect, and this Mortgage shall be satisfied by Lender, at the expense of Borrower.

This Mortgage constitutes an absolute, irrevocable, currently effective assignment of rents and profits within the meaning of the applicable law in the State of Illinois and is intended to comply fully with the provisions thereof, and to afford Lender, to the fullest extent allowed by law, the rights and remedies of a mortgage lender or secured lender pursuant thereto; provided, however, that, prior to the occurrence of an Event of Default, Borrower shall have a conditional license and opportunity to collect (but not more than one 1 month in advance) all such rents and profits, and to use the same for payment of all sums which Borrower is required to pay by the terms hereof and the Obligations, before using the same for any other purpose.

This Mortgage also constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect in the State of Illinois, as the same may be amended from time to time (the "UCC"), with respect to all property described herein as to which a security interest may be granted and/or perfected pursuant to the UCC, and is intended to afford Lender, to the fullest extent allowed by law, the rights and remedies of a secured party under the UCC.

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BORROWER FURTHER agrees as follows:

## ARTICLE I

### AGREEMENTS

Section 1.1 Performance of Obligations; Incorporation by Reference. Borrower shall pay and perform the Obligations. Time is of the essence hereof. All of the covenants, obligations, agreements, warranties and representations of Borrower contained in the Loan Agreement and the other Loan Documents and all of the terms and provisions thereof, are hereby incorporated herein and made a part hereof by reference as if fully set forth herein.

Section 1.2 Further Assurances. If Lender requests, Borrower shall sign and deliver and cause to be recorded and hereby authorizes Lender to record to the full extent permitted by applicable law, any further mortgage, instruments of further assurance, certificates, financing statements, continuation statements and other documents as Lender reasonably may consider necessary or desirable in order to perfect, continue and preserve the Obligations and Lender's rights, title, estate, liens and interests under the Loan Documents. Borrower further agrees to pay to Lender, upon demand, all costs and expenses incurred by Lender in connection with the preparation, execution, recording, filing and refiling of any such documents, including reasonable attorneys' fees and title insurance costs.

Section 1.3 Sale, Transfer, Encumbrance. Except as otherwise permitted in the Loan Agreement, if Borrower sells, conveys, transfers or otherwise disposes of, or encumbers, any part of its interest in the Mortgaged Property, legal or equitable, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Lender, which may be given or withheld by Lender in its sole and absolute discretion, Lender shall have the option to declare the Obligations immediately due and payable without notice. Included within the foregoing actions requiring prior written consent of Lender are: (a) the closing on the sale or the exercise of an option under an option agreement; (b) sale by deed or contract for deed; (c) mortgaging or granting a Lien (as hereinafter defined) on the Mortgaged Property (other than the Permitted Encumbrances, defined in Section 1.5 below); and (d) a transfer which, when aggregated with any previous transfer made after the Effective Date, transfers more than twenty-five percent (25%) of the beneficial interest in Borrower. Borrower shall request in writing Lender's consent to any such proposed action at least thirty (30) days prior to the proposed date of such action. Borrower shall pay all costs and expenses incurred by Lender in evaluating any such request. Lender may condition such consent upon modification of the Loan Documents, an increase in the interest rate or payment of fees. No such action shall relieve Borrower from liability for the Obligations. Notwithstanding the foregoing, Borrower shall be entitled to sell or dispose of Fixtures and Personal Property without the prior written consent of Lender provided Borrower promptly replaces such items of sold or disposed Fixtures or Personal Property with substitute Fixtures or Personal Property of equal or greater value.

Section 1.4 Insurance. Borrower shall obtain, maintain and keep in full force and effect (and upon request of Lender shall furnish to Lender copies of) policies of insurance as described in, and meeting the requirements of the Loan Agreement.

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## Section 1.5 Taxes, Liens and Claims, Utilities.

(a) Borrower, before any penalty attaches thereto, shall pay and discharge, or cause to be paid and discharged, all taxes, installments of assessments and governmental charges and levies including, without limitation, any payments required under any PILOT (payment in lieu of taxes) program (collectively "*Impositions*") imposed upon or against the Mortgaged Property or the Rents, or upon or against the Obligations, or upon or against the interest of Lender in the Mortgaged Property or the Obligations, except Impositions measured by the income of Lender. Borrower shall provide evidence of such payment at Lender's request. Borrower shall keep the Mortgaged Property free and clear of all liens, encumbrances, easements, covenants, conditions, restrictions and reservations (collectively "*Liens*") except for liens and encumbrances, if any, set forth on Exhibit B attached hereto and hereby made a part hereof (the "*Permitted Encumbrances*"). Notwithstanding anything to the contrary contained in this Section, Borrower shall not be required to pay or discharge any Imposition or Lien so long as Borrower shall in good faith, and after giving notice to Lender, contest the same by appropriate legal proceedings. As a condition to any such contest, Borrower shall provide such security to Lender as Lender shall reasonably require against loss or impairment of Borrower's ownership of or Lender's lien on the Mortgaged Property and shall in any event pay such Imposition or Lien before loss or impairment occurs. In the event Lender reasonably determines that loss or impairment is reasonably likely to occur, Borrower shall, within ten (10) days after notice from Lender, pay such Imposition or Lien in full. In the event Borrower fails to pay such Imposition or Lien in full within such ten (10) day period or upon completion of such contest, Lender may apply the security provided to Lender by Borrower under this Section to pay such Imposition or Lien.

(b) Borrower shall use commercially reasonable efforts to pay or cause to be paid when due all charges or fees for utilities and services supplied to the Mortgaged Property; provided, that it shall be an Event of Default under this Mortgage (and the Loan Agreement), if either (i) Borrower fails to pay any charges or fees with respect to any utility or service for two (2) consecutive months or (ii) Borrower's failure to pay any charges or fees with respect to any utility or service results in such utility or service being suspended or terminated and such service is not restored within five (5) Business Days.

Section 1.6 Escrow Payments. At Lender's request at any time after the occurrence of an Event of Default, Borrower shall deposit with Lender monthly on the same date as payments are due under the Notes the amount reasonably estimated by Lender to be necessary to enable Lender to pay, before they become due, all Impositions against the Mortgaged Property and the premiums upon all insurance required hereby to be maintained with respect to the Mortgaged Property. All funds so deposited shall secure the Obligations. Such deposits shall be held by Lender, or its nominee, in a non-interest bearing account and may be commingled with other funds. Such deposits shall be used to pay such Impositions and insurance premiums when due. If at any time the funds are less than the amount deemed necessary by Lender to pay such Impositions and insurance premiums when due, Borrower shall pay to Lender any amount necessary to make up the deficiency within ten (10) days after written notice from Lender to Borrower requesting payment thereof. Any excess sums so deposited shall be retained by Lender and shall be applied

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to pay said items in the future, unless the Obligations have been paid and performed in full, in which case all excess sums so paid shall be refunded to Borrower. Upon the occurrence of an Event of Default, Lender may apply any funds in said account against the Obligations in such order as Lender may determine.

Section 1.7 Maintenance and Repair; Compliance with Laws. Borrower shall cause the Mortgaged Property to be operated, maintained and repaired in safe and good repair, working order and condition, reasonable wear and tear excepted, and shall not commit or permit waste thereof. Except as provided in any Loan Document, Borrower shall not commence construction of any Improvements, change the use of the Improvements from that contemplated by Section 2.2 hereof, or remove, demolish or substantially alter the design or structural character of any Improvements without the prior written consent of Lender; shall complete or cause to be completed forthwith any Improvements which are now or may hereafter be under construction upon the Land; shall comply or cause compliance with all laws, statutes, ordinances and codes, and governmental rules, regulations and requirements, applicable to the Mortgaged Property or the manner of using or operating the same, and with any covenants, conditions, restrictions and reservations affecting the title to the Mortgaged Property, and with the terms of all insurance policies relating to the Mortgaged Property; and shall obtain and maintain in full force and effect all consents, permits and licenses necessary for the construction, development, use and operation of the Mortgaged Property.

Section 1.8 Reserved.

Section 1.9 Environmental Notices. Promptly after learning of the occurrence of any of the following, Borrower shall give Lender written notice thereof, describing the same and the steps being taken or proposed to be taken by Borrower with respect thereto: (a) the happening of any event involving the spill, release, leakage, seepage, discharge or cleanup of any asbestos, polychlorinated biphenyls, mold, radon, petroleum products and any other hazardous or toxic waste, substance or constituent (collectively, "*Hazardous Substances*"); (b) any litigation, arbitration proceeding, or governmental proceeding arising from an environmental accident; (c) notice that Borrower's operations on the Mortgaged Property are in any material respect not in compliance with requirements of applicable federal, state or local environmental health and safety statutes and regulations; (d) notice that Borrower is the subject of a federal or state investigation evaluating whether any remedial action is needed to respond to the release of any Hazardous Substance from or onto the Mortgaged Property; (e) notice that the Mortgaged Property is subject to a lien in favor of any governmental entity for (i) any liability under federal or state environmental laws or regulations or (ii) damages arising from or costs incurred by such governmental entity in response to a release of a Hazardous Substance into the environment; or (f) the happening of any event or the obtaining of any information which would cause any of the representations or warranties set forth in Section 2.4 hereof to be untrue or misleading in any material respect.

Section 1.10 Leases. Except as permitted by the terms of the Loan Agreement, in connection with the Leases, Borrower hereby represents and warrants, as of the date hereof, and covenants and agrees, as follows:



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(a) Assignment/Sublease. Borrower shall not enter into and shall not consent to any assignment or sublease by any tenant, with respect to all or any portion of the Mortgaged Property without Lender's prior written consent.

(b) Compliance. The Leases are valid and subsisting in full force and effect and have been complied with in all material respects by Borrower, and no default or breach of any of the terms, covenants, provisions or agreements to be performed by Borrower under the Leases beyond any applicable notice, grace, or cure period now exists.

(c) Rents Paid. All rents, including any additional rents and other charges, reserved in the Leases have been paid to the extent they are due and payable.

(d) Warranty of Title in Possession. Borrower shall defend the fee estate in the Land against all and every person or persons lawfully claiming, or who may assert a claim, to the Land, the Improvements, the Leases, or any part thereof.

(e) No Modification. Borrower shall not modify, alter, amend, extend, cancel, surrender or terminate or in any other way alter the terms of the Leases, or waive, excuse, condone or in any way release or discharge the other party from the terms, covenants, provisions and agreements to be performed by such party under the Leases. Any attempted modification, alteration, amendment, extension, cancellation, surrender or termination of the Leases, made or consented to by Borrower, without the prior written consent of Lender, shall be void and of no force and effect.

(f) Performance by Borrower as Lessee. Borrower shall promptly notify Lender, in writing, of any material default or breach on the part of Borrower in the performance or observance of any of the terms, covenants, provisions and agreements to be kept and performed by Borrower under the Leases beyond any applicable notice, grace, or cure period. Borrower shall promptly notify Lender in writing of Borrower's receipt from the County of any notice of Borrower's default in the performance or observance of any of the terms, covenants, provisions or agreements to be kept, performed or observed by Borrower under the Leases. Borrower hereby expressly grants to Lender the absolute and immediate right to enter in and upon the Land and Improvements to the extent and as often as Lender, in their sole discretion, deem necessary or desirable in order to prevent or to cure any breach or default by Borrower under the Leases. Any failure by Borrower to perform any of the terms, covenants, provisions or agreements to be observed and performed by Borrower under the Leases and the performance by Lender on behalf of Borrower shall not remove or waive, as between Borrower and Lender, the Event of Default.

(g) Lender's Right to Cure. In the event Borrower fails to observe or perform any of the terms, provisions or agreements to be observed or performed by it under the Leases, Lender, without obligation, at any time and from time to time, with or without notice to or demand upon Borrower, may observe or perform such terms, covenants, provisions or agreements and pay such sums in such a manner and to such extent as Lender, in its sole discretion deems advisable to secure such failure, without waiving or curing a

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default. Any amount expended by Lender in exercising its rights under this paragraph shall be due and payable and secured in the manner described in this Mortgage.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower makes the following representations and warranties, as of the date hereof, and covenants as follows:

**Section 2.1 Ownership, Liens, Compliance with Laws.** Borrower owns fee simple title to the Land free from all Liens, except the Permitted Encumbrances (as such term is defined in Section 1.5 hereof). All applicable zoning, environmental, land use, subdivision, building, fire, safety and health laws, statutes, ordinances, codes, rules, regulations and requirements affecting the Mortgaged Property permit the current or intended use and occupancy thereof, and Borrower has obtained or will timely obtain all consents, permits and licenses required for such use. Borrower has examined and is familiar with all applicable covenants, conditions, restrictions and reservations, and with all applicable laws, statutes, ordinances, codes and governmental rules, regulations and requirements affecting the Mortgaged Property, and, to Borrower's knowledge, the Mortgaged Property complies, or will upon Completion comply, with all of the foregoing.

**Section 2.2 Use.** The Mortgaged Property is not homestead property nor is it agricultural property or in agricultural use, but rather is a parcel suitable for credit union, office space, community space and multi-tenant space.

**Section 2.3 Utilities; Services.** The Mortgaged Property is serviced by all necessary public utilities, and all such utilities are operational and have sufficient capacity.

**Section 2.4 Environmental.** To Borrower's actual knowledge, and except as disclosed in the Environmental Reports and otherwise with respect to the Preexisting Contamination, as of the Effective Date: (a) the Land presently complies with, in all material respects, all applicable federal, state or local environmental, health and safety statutes and regulations with which noncompliance would have a material adverse effect on the Land; (b) the Land is not the subject of any judicial or administrative proceeding alleging the violation of any federal, state or local environmental, health or safety statute or regulation, which violation would have a material adverse effect on the Land; (c) the Land is not the subject of a federal or state investigation regarding the need for any remedial action to respond to a release of any Hazardous Substance or other substance into the environment which remedial action would have a material adverse effect on the Land; (d) Borrower has not received any written summons, citations, directives, claims of lien, letters or other communications from any federal, state or local agency or department concerning the storing, releasing, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance on the Land or any surrounding areas; and (e) Borrower has not filed any notice under any federal or state law indicating past or present treatment, storage or disposal of a Hazardous Substance or reporting a spill or release of any Hazardous Substances into the environment.

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Borrower covenants and agrees that it will diligently pursue all actions required of Borrower in order to secure the issuance of the Certificate of Completion and shall promptly provide Lender with a copy thereof, together with all subsequent amendments or modifications thereto, if any.

Borrower covenants and agrees that it shall not, nor shall it knowingly permit others to, use the Mortgaged Property for the business of generating, transporting, storing, treating or disposing of any Hazardous Substances, nor shall it knowingly either take or fail to take any action which may result in a release of any Hazardous Substances from or onto the Mortgaged Property. Notwithstanding the foregoing, Borrower shall be entitled to, and to permit the tenants under the Leases to, store, use and dispose of Hazardous Substances in the ordinary course of its respective business, provided such storage, use and disposal is in compliance with all applicable local, state and federal laws, rules and regulations.

Borrower covenants and agrees, at its sole cost and expense, to indemnify, protect and save Lender, members and Lender's or members' parent, directors, officers, employees, agents, representatives, consultants and attorneys (collectively, the "**Indemnified Parties**") harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' reasonable fees and disbursements) of any kind or of any nature whatsoever (collectively, the "**Indemnified Matters**") which may at any time be imposed upon, incurred by or asserted or awarded against the Indemnified Parties and arising from or out of any existing and future Hazardous Substances on, in, under or affecting all or any portion of the Mortgaged Property or any surrounding areas. Indemnified Matters shall include, without limitation, all of the following: (i) the costs of removal of any and all Hazardous Substances from all or any portion of the Mortgaged Property or any surrounding areas, (ii) costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Mortgaged Property into the air, any body of water, any other public domain or any surrounding areas, (iii) costs incurred to comply, in connection with all or any portion of the Mortgaged Property or any surrounding areas, with all applicable laws, rules and regulations with respect to Hazardous Substances (clauses (i), (ii) and (iii) above being herein collectively referred to as "**Corrective Work**"), and (iv) loss in value of the Mortgaged Property due to the existence of Hazardous Substances, to the extent of any actual, verifiable damage to the Mortgaged Property. Lender's rights hereunder shall be in addition to all rights of Lender under this Mortgage, the Loan Agreement, the Notes and any guaranty or guaranties given to Lender in connection with the Loans and under any other Loan Documents and payments by Borrower hereunder shall not reduce Borrower's obligations and liabilities under any of the Loan Documents. Notwithstanding anything to the contrary contained herein, (a) the indemnity provided for hereunder with respect to surrounding areas shall not extend to the costs of Corrective Work on, in, under or affecting any surrounding areas if the applicable Hazardous Substances did not originate from any portion of the Mortgaged Property, unless the removal of any Hazardous Substances on, in, under or affecting any surrounding areas is required by applicable laws, rules or regulations or by order or directive of any federal, state or local governmental authority in connection with the Corrective Work on, in, under or affecting any portion of the Mortgaged Property and (b) if Lender or any affiliate of Lender takes title to the Mortgaged Property at a foreclosure sale, at a sale pursuant to a power of sale under this Mortgage or by deed in lieu of foreclosure or otherwise, then the indemnity

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provided for hereunder shall not apply to Hazardous Substances which are initially generated, stored, treated disposed of or released on, in or under all or any portion of the Mortgaged Property after the date Lender or such affiliate so takes title to the Mortgaged Property.

All obligations set forth in this Section 2.4 shall survive payment of the Obligations, foreclosure of this Mortgage or acceptance by Lender, its successors or assigns, of a deed in lieu of foreclosure.

Section 2.5 Wetlands. The Mortgaged Property is in compliance with all federal laws relating to "Wetlands" (as defined in 33 C.F.R. § 328.3, as hereinafter amended), and in any comparable state and/or local law, statute or ordinance, rule or regulation pertaining to such Wetlands, and Borrower shall not perform or cause to be performed any excavation or fill activity or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with or otherwise affect any Wetlands in violation of any such laws, statutes, ordinances, rules or regulations.

Section 2.6 ADA. To Borrower's knowledge, the Mortgaged Property will be, upon completion of construction, in compliance with all applicable provisions of the Americans With Disabilities Act (the "ADA") and any and all other laws, rules and regulations governing accessibility to or from the Mortgaged Property, and all rules and regulations pertaining thereto. Borrower shall at all times hereafter continue to comply with all applicable requirements of the ADA and such other laws, rules and regulations.

## ARTICLE III

### CASUALTY; CONDEMNATION

Section 3.1 Casualty, Repair, Proof of Loss. If any portion of the Mortgaged Property shall be damaged or destroyed by any cause (a "Casualty"), Borrower shall:

- (a) give prompt notice to Lender; and
- (b) promptly commence and diligently pursue to completion (in accordance with the original plans and specifications for the building or any other plans and specifications if approved by Lender) the restoration, repair and rebuilding of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to the Casualty; and
- (c) if the Casualty is covered by insurance, promptly make proof of loss and collect all insurance proceeds, all such proceeds to be payable to Lender or as Lender shall direct. If an Event of Default shall be in existence, or if Borrower shall fail to provide notice to Lender of filing proof of loss, or if Borrower shall not be diligently proceeding, in Lender's reasonable opinion, to collect such insurance proceeds, then Lender may, after thirty (30) days' notice to Borrower, but is not obligated to, make proof of loss, and is authorized, but is not obligated, to settle any claim with respect thereto, and to collect the proceeds thereof. Borrower shall not accept any settlement of an insurance claim if such settlement shall result in payment of Ten Thousand Dollars (\$10,000.00) or more less than

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Lender's reasonable estimate of the cost of restoration, repair and rebuilding of the Mortgaged Property.

Section 3.2 Use of Insurance Proceeds. Lender shall make the net insurance proceeds received by it (after reimbursement of Lender's reasonable out of pocket costs of collecting and disbursing the same) available to Borrower to pay the cost of restoration, repair and rebuilding of the Mortgaged Property, subject the terms and conditions set forth in Section 4.8 of the Loan Agreement.

If any of such conditions shall not be satisfied, then Lender shall have the right to use the insurance proceeds to prepay the Loans in accordance with the Loan Agreement. If any insurance proceeds shall remain after completion of the restoration, repair and rebuilding of the Mortgaged Property, they shall be used to prepay the Loans in accordance with the Loan Agreement, and, if such Loans are prohibited from prepayment at such time, the proceeds shall either be (i) deposited into a sinking fund established by Lender for the benefit of Borrower and Lender to secure the Loans, until such Loans may be prepaid under the terms of the Loan Agreement, or (ii) at the option of Lender, remitted to Borrower to be utilized for working capital needs of Borrower.

Section 3.3 Condemnation. If any portion of the Mortgaged Property shall be taken, condemned or acquired pursuant to exercise of the power of eminent domain or threat thereof (a "Condemnation"), Borrower shall comply with the terms and conditions set forth in Section 4.8 of the Loan Agreement.

## ARTICLE IV

### DEFAULTS AND REMEDIES

Section 4.1 Events of Default. An Event of Default (as that term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder.

Section 4.2 Remedies. Upon the occurrence of an Event of Default, all of the Obligations, at the option of Lender, shall be accelerated and become immediately due and payable, without presentment, demand or further notice of any kind. In addition to the remedies set forth in the Loan Agreement, Lender shall have the right to proceed to protect and enforce its rights by one or more of the following remedies:

(a) Lender shall have the right to bring suit either for damages, for payment of amounts outstanding under the Notes, for specific performance of any agreement contained in any Loan Document, for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy.

(b) To the extent permitted by applicable law, Lender shall have the right to sell the Mortgaged Property at public auction and convey the same to the purchaser in fee simple, power being expressly granted to sell the Mortgaged Property, as provided by law, Borrower to remain liable for any deficiency. Said sale may be as one (1) tract or otherwise, at the sole option of Lender, the Mortgaged Property being a single tract for the purposes of the applicable law in the State of Illinois. In the event of any sale of the

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Mortgaged Property pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Lender, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for interest accrued and unpaid thereon, together with all other sums, with interest, advanced or secured hereby and unpaid hereunder, in order that there may be credited as paid on the purchase price the total amount of the Obligations then due (or any portion thereof which Lender may elect), including principal and interest on the Notes and all other sums, with interest, advanced or secured hereby and unpaid hereunder or under any of the other Loan Documents.

(c) Lender shall have the right to obtain the appointment of a receiver at any time after the occurrence of an Event of Default. Lender may apply for the appointment of a receiver to the district court for the county where the Mortgaged Property or any part thereof is located, by an action separate from any foreclosure of this Mortgage pursuant to the applicable law in the State of Illinois (it being agreed that the existence of a foreclosure or a foreclosure action is not a prerequisite to any action for a receiver hereunder). Lender shall be entitled to the appointment of a receiver without regard to waste, adequacy of the security or solvency of Borrower. The receiver, who shall be an experienced property manager, shall collect (until the Obligations are fully paid and satisfied and, in the case of a foreclosure sale, during the entire redemption period) the Rents, and shall manage the Mortgaged Property, execute Leases within or beyond the period of the receivership if approved by the court and apply all rents, profits and other income collected by the receiver to the following in the order determined by the receiver to preserve the value of the Mortgaged Property:

- (i) to the payment of all reasonable fees of the receiver, if any, approved by the court;
- (ii) to the repayment of tenant security deposits, with interest thereon, as required by the applicable law in the State of Illinois;
- (iii) to the payment when due of delinquent or current real estate taxes or special assessments with respect to the Mortgaged Property, or the periodic escrow for the payment of the same;
- (iv) to the payment when due of premiums for insurance of the type required by this Mortgage, or the periodic escrow for the payment of the same;
- (v) to payment for the keeping of the covenants required of a lessor or licensor pursuant to the applicable law in the State of Illinois, if applicable;
- (vi) to the payment of all expenses for normal maintenance of the Mortgaged Property; and
- (vii) the balance to Lender (a) if received prior to the commencement of a foreclosure, to be applied to the Obligations, in such order as Lender may elect

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and (b) if received after the commencement of a foreclosure, to be applied to the amount required to be paid to effect a reinstatement prior to foreclosure sale, or, after a foreclosure sale to any deficiency or, at the option of Lender, to the amount required to be paid to effect a redemption, all pursuant to the applicable law in the State of Illinois, with any excess to be paid to Borrower. Provided, that if this Mortgage is not reinstated nor the Mortgaged Property redeemed as provided by said applicable law following foreclosure, the entire amount paid to Lender, after deducting therefrom the amounts applied by Lender to any deficiency, shall be the property of the purchaser of the Mortgaged Property at the foreclosure sale, together with all or any part of the Mortgaged Property acquired through foreclosure.

Lender shall have the right, at any time and without limitation, as provided in the applicable law in the State of Illinois, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Mortgaged Property, and sums so advanced, with interest at the Default Rate set forth in the Loan Agreement, shall be secured hereby, or if advanced during the period of redemption shall be part of the sum required to be paid to redeem from the sale.

(d) Lender shall have the right to collect the rents from the Mortgaged Property and apply the same in the manner hereinbefore provided with respect to a receiver. For that purpose, Lender may, in conformity with all applicable laws, enter and take possession of the Mortgaged Property and manage and operate the same and take any action which, in Lender's judgment, is necessary or proper to collect the Rents and to conserve the value of the Mortgaged Property. Lender may also take possession of, and for these purposes use, any and all of the Personal Property. The expense (including any receiver's fees, attorneys' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured by this Mortgage. Lender shall not be liable to account to Borrower for any action taken pursuant hereto other than to account for any Rents actually received by Lender. Enforcement hereof shall not cause Lender to be deemed a mortgagee in possession unless Lender elects in writing to be a mortgagee in possession.

(e) Lender shall have the right to enter and take possession of the Mortgaged Property and manage and operate the same in conformity with all applicable laws and take any action which, in Lender's judgment, is necessary or proper to conserve the value of the Mortgaged Property.

(f) Lender shall have all of the rights and remedies provided in the Uniform Commercial Code, including the right to proceed under the Uniform Commercial Code provisions governing default as to any Personal Property separately from the real estate included within the Mortgaged Property, or to proceed as to all of the Mortgaged Property in accordance with its rights and remedies in respect of said real estate. If Lender should elect to proceed separately as to such Personal Property, Borrower agrees to make such Personal Property available to Lender at a place or places acceptable to Lender, and if any notification of intended disposition of any of such Personal Property is required by law, such notification shall be deemed reasonably and properly given if given at least ten (10) days before such disposition in the manner hereinafter provided.

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(g) Lender shall have the right and remedy to file proof of claim and other documents as may be necessary or advisable in order to have its claims allowed in any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Borrower, its creditors or its property, for the entire amount due and payable by Borrower in respect of the Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Borrower after such date.

Each remedy herein specifically given shall be in addition to every other right now or hereafter given or existing at law or in equity, and each and every right may be exercised from time to time and as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one (1) right shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right. Lender shall have all rights and remedies available under the law in effect now and/or at the time such rights and remedies are sought to be enforced, whether or not they are available under the law in effect on the Effective Date.

**Section 4.3 Expenses of Exercising Rights Powers and Remedies.** The reasonable expenses (including any receiver's fees, attorneys' and legal assistants' fees, appraisers' fees, environmental engineers' and/or consultants' fees, costs incurred for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after completion of the foreclosure) of procuring all abstracts of title, continuations of abstracts of title, title searches and examinations, title insurance policies and commitments and extensions thereof, UCC and chattel lien searches and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute any foreclosure action or to evidence to bidders at any sale which may be had pursuant to any foreclosure decree the true condition of the title to or the value of the Mortgaged Property, and agent's compensation) incurred by Lender after the occurrence of an Event of Default and/or in pursuing the rights, powers and remedies contained in this Mortgage shall be immediately due and payable by Borrower, with interest thereon from the date incurred at the Default Rate set forth in the Loan Agreement, and shall be added to the indebtedness secured by this Mortgage.

**Section 4.4 Restoration of Position.** In case Lender shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Borrower and Lender shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property subject to the lien hereof.

**Section 4.5 Marshaling.** Borrower, for itself and on behalf of all Persons which may claim under Borrower, hereby waives all requirements of law relating to the marshaling of assets, if any, which would be applicable in connection with the enforcement by Lender of its remedies for an Event of Default hereunder, absent this waiver. Lender shall not be required to sell or realize upon any portion of the Mortgaged Property before selling or realizing upon any other portion thereof.

**Section 4.6 Waivers.** No waiver of any provision hereof shall be implied from the conduct of the parties. Any such waiver must be in writing and must be signed by the party against



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which such waiver is sought to be enforced. The waiver or release of any breach of the provisions set forth herein to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision. No receipt of partial payment after acceleration of any of the Obligations shall waive the acceleration. No payment by Borrower or receipt by Lender of a lesser amount than the full amount secured hereby shall be deemed to be other than on account of the sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lender may accept any check or payment without prejudice to its right to recover the balance of such sums or to pursue any other remedy provided in this Mortgage. The consent by Lender to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

**Section 4.7 Lender's Right to Cure Defaults.** If Borrower shall fail to comply with any of the terms of the Loan Documents with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair, or any other term contained herein or in any of the other Loan Documents and such failure results in an Event of Default, Lender may make advances to perform the same without releasing Borrower from any of the Obligations. Borrower agrees to repay upon demand all sums so advanced and all sums expended by Lender in connection with such performance, including without limitation attorneys' fees, with interest at the Default Rate set forth in the Loan Agreement from the dates such advances are made, and all sums so advanced and/or expenses incurred, with interest, shall be secured hereby, but no such advance and/or incurring of expense by Lender, shall be deemed to relieve Borrower from any default hereunder or under any of the other Loan Documents, or to release Borrower from any of the Obligations.

**Section 4.8 Suits and Proceedings.** Lender shall have the power and authority, upon prior notice to Borrower, to institute and maintain any suits and proceedings as Lender may deem advisable to (i) prevent any impairment of the Mortgaged Property by any act which may be unlawful or by any violation of this Mortgage, (ii) preserve or protect its interest in the Mortgaged Property, or (iii) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if, in the reasonable opinion of Lender, the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

**Section 4.9 Homestead Waiver.** Borrower hereby waives any and all homestead and related rights in and to the Mortgaged Property.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 Binding Effect; Survival; Number.** Subject to the provisions of Section 1.3 hereof, this Mortgage shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. All agreements, representations and warranties contained herein or otherwise heretofore made by Borrower to Lender shall survive the

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execution, delivery and foreclosure hereof. The singular of all terms used herein shall include the plural, the plural shall include the singular where the context so requires or permits.

**Section 5.2 Severability.** The unenforceability or invalidity of any provision of this Mortgage as to any person or circumstance shall not render that provision unenforceable or invalid as to any other person or circumstance.

**Section 5.3 Notices.** Any notice or other communication to any party in connection with this Mortgage shall be given pursuant to the provisions of Section 9.3 of the Loan Agreement.

**Section 5.4 Applicable Law.** This Mortgage and the other Loan Documents shall be construed and enforceable in accordance with, and be governed by, the laws of the State of Illinois, without giving effect to conflict of laws principles thereof. Whenever possible, each provision of this Mortgage and any other statement, instrument or transaction contemplated hereby or relating hereto, shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto.

**Section 5.5 Effect.** This Mortgage is in addition and not in substitution for any other guarantees, covenants, obligations or other rights now or hereafter held by Lender from any other Person in connection with the Obligations.

**Section 5.6 Headings.** Headings of the Sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part hereof.

**Section 5.7 Fixture Filing.** This instrument shall be deemed to be a Fixture Filing within the meaning of the Illinois Uniform Commercial Code, and for such purpose, the following information is given:

- |    |   |  |
|----|---|--|
| a) | Name and address of Debtor:   | 3333 Lake Owner, LLC<br>c/o Garfield Park Leverage Lender, LLC<br>1030 West Chicago Avenue, Suite 300<br>Chicago, Illinois 60642                 |
| b) | Name and address of Secured Party:  | NCIF New Markets Capital Fund 49<br>CDE, LLC<br>c/o National Community Investment Fund<br>135 S. LaSalle Street, Suite 3025<br>Chicago, IL 60603 |
| c) | Description of the types (or items) of property covered by this Fixture Filing: | See granting clause on pages 2 and 3 hereof.   |

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- d) Description of real estate to which the collateral is attached or upon which it is or will be located: See Exhibit A hereto.

Some of the above described collateral is or is to become fixtures upon the above described real estate, and this Fixture Filing is to be filed for record in the public real estate records. This Mortgage secures an obligation incurred for the construction of an improvement on land and is a construction mortgage within the meaning of applicable Illinois Statutes.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the Effective Date.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

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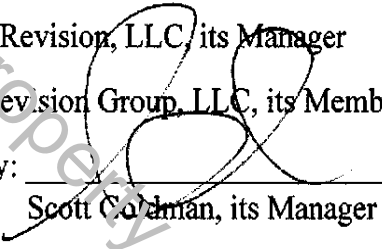
## SIGNATURE PAGE TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT

**BORROWER:**

**3333 LAKE OWNER, LLC,**  
an Illinois limited liability company


By: Baum Revision, LLC, its Manager

By: Revision Group, LLC, its Member Manager

By:  \_\_\_\_\_  
Scott Goldman, its Manager

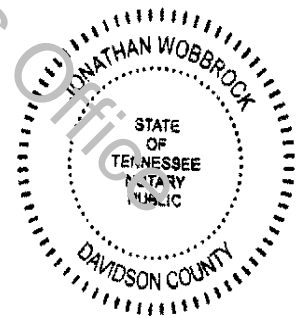
STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

The foregoing instrument was acknowledged before me this 25 day of March, 2022, by Scott Goldman, the Manager of Revision Group, LLC, the Member Manager of Baum Revision, LLC, the Manager of 3333 Lake Owner, LLC, an Illinois limited liability company, for and on behalf of said companies.

  
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Alejandro Amezcua  
Dentons US LLP  
233 S. Wacker Drive, Suite 5900  
Chicago, IL 60606



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## EXHIBIT A

### Legal Description

3333 West Lake Street, Chicago, Illinois: 60624

LOTS 1 TO 15 (BOTH INCLUSIVE) IN BLOCK 1 IN PECK'S SUBDIVISION OF THE WEST 19.48 ACRES OF THAT PART LYING SOUTH OF LAKE STREET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

<sup>-47</sup>  
3843 West Lake Street, Chicago, Illinois: 60624

LOTS 2 TO 11 INCLUSIVE (EXCEPT THE SOUTH 4 FEET OF LOTS 5 TO 9 INCLUSIVE) IN THE SUBDIVISION OF BLOCK 1 IN JAMES B. HOBBS SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER SOUTH OF LAKE STREET IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Exhibit A

Mortgage - Garfield Park

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## EXHIBIT B

### Permitted Encumbrances

3333 West Lake Street, Chicago, Illinois:

#### **SPECIAL EXCEPTIONS**

1. TAXES FOR THE YEAR(S) 2021 AND 2022

PERMANENT INDEX NUMBER: 16-11-412-063

THE 2020 TAXES ARE PAID: \$74,876.04.

THE FIRST INSTALLMENT OF THE 2021 TAXES IS PAID, \$41,181.82.

TAXES FOR THE SECOND INSTALLMENT OF 2021 AND ALL OF 2022 ARE NOT YET DUE OR PAYABLE.

2. TERMS AND PROVISIONS OF THE NO FURTHER REMEDIATION LETTER RECORDED SEPTEMBER 21, 1998 AS DOCUMENT NO. 8838348.
3. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER
5. ENCROACHMENTS AS SHOWN ON SURVEY MADE BY SARKO SURVEYING INC., DATED FEBRUARY 11, 2022 UNDER JOB NO. 43594, AS FOLLOWS:
  - A. TELEPHONE SWITCH CABINET NOTED AS LETTER A OVER AND ONTO PUBLIC ALLEY SOUTH BY 2.0 FEET.
  - B. PARKING STALLS NOTED AS LETTER D OVER AND ONTO THE EAST BY 1.8 TO 2.8 FEET

*(Remainder of page intentionally left blank;*

*Exhibit B continues on the following page)*

Exhibit B

Mortgage - Garfield Park

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3843 West Lake Street, Chicago, Illinois:

**SPECIAL EXCEPTIONS**

1. TAXES FOR THE YEAR(S) 2021 AND 2022

PERMANENT INDEX NUMBER: 16-11-306-001

THE 2020 TAXES ARE PAID: \$20,864.27.

THE FIRST INSTALLMENT OF THE 2021 TAXES AMOUNTING TO \$11,475.35 IS PAID.

THE FINAL INSTALLMENT OF THE 2021 AND ALL OF THE 2022 TAXES FOR THE YEAR 2021 ARE NOT YET DUE OR PAYABLE.

AFFECTS PART OF THE SUBJECT LAND.

2. TAXES FOR THE YEAR(S) 2021 AND 2022

PERMANENT INDEX NUMBER: 16-11-306-002

THE 2020 TAXES ARE PAID: \$10,706.58.

THE FIRST INSTALLMENT OF THE 2021 TAXES AMOUNTING TO \$5,888.62 IS PAID.

THE FINAL INSTALLMENT OF THE 2021 AND ALL OF THE 2022 TAXES FOR THE YEAR 2021 ARE NOT YET DUE OR PAYABLE.

AFFECTS PART OF THE SUBJECT LAND

4. ENCROACHMENT OF BUILDING LOCATED MAINLY ON THE LAND OVER AND ONTO THE PUBLIC ALLEY TO THE SOUTH BY 0.22 FEET, AS DISCLOSED BY PLAT OF SURVEY MADE BY PROFESSIONALS ASSOCIATED SURVEY, INC., DATED DECEMBER 13, 2021, LAST REVISED MARCH 30, 2022 UNDER ORDER NO. 21-99243.

Exhibit B

Mortgage – Garfield Park

120526310