

CORRECTIVE RECORDING AFFIDAVIT

Doc# 2212207267 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/02/2022 02:35 PM Pg: 1 of 34

THIS FORM IS PROVIDED COMPLIMENTS OF KAREN A. YARBROUGH, COOK COUNTY CLERK, AS A COURTESY FORM WHICH MAY BE USED TO DETAIL A DESIRED CORRECTION TO A PREVIOUSLY RECORDED DOCUMENT. CUSTOMER'S MAY USE THEIR OWN AFFIDAVIT AS WELL, BUT IT MUST INCLUDE ALL OF THE BELOW REQUIRED INFORMATION. THIS FORM DOES NOT CONSTITUTE LEGAL ADVICE.

PREPARER: Pamela J. Sandborg

THE COOK COUNTY CLERK NO LONGER ACCEPTS RE-RECORDINGS, BUT INSTEAD OFFERS CORRECTIVE RECORDINGS. DOCUMENTS ATTEMPTING TO UPDATE A PREVIOUSLY RECORDED DOCUMENT MUST INCLUDE THE FOLLOWING INFORMATION, PLUS A CERTIFIED COPY OR THE ORIGINAL.

I, Pamela J. Sandborg, THE AFFIANT, do hereby swear or affirm, that the attached document with the document number: 1921749377, which was recorded on: August 5, 2019 by the Cook County Clerk, in the State of Illinois, contained the following ERROR, which this affidavit seeks to correct:

DETAILED EXPLANATION (INCLUDING PAGE NUMBER(S), LOCATION, PARAGRAPH, ETC.) OF ERROR AND WHAT THE CORRECTION IS. USE ADDITIONAL SHEET IF MORE SPACE NEEDED FOR EXPLANATION OR SIGNATURES.

A Property Index Number ("PIN") was not included in the legal description on Exhibit A, which is on page 5 of the recorded document.

In addition to the existing PIN number on Exhibit A, 04-06-400-050-0200 should be added as an additional PIN to the list of PIN numbers.

Furthermore, I, Pamela J. Sandborg, THE AFFIANT, do hereby swear or affirm, that this submission includes a CERTIFIED COPY OR THE ORIGINAL DOCUMENT, and this Corrective Recording Affidavit is being submitted to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original GRANTOR(S) and GRANTEE(S), as evidenced by their notarized signature's below (or on a separate page for multiple signatures).

See attached signature page

PRINT GRANTOR NAME ABOVE

GRANTOR SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

See attached signature page

PRINT GRANTEE NAME ABOVE

GRANTEE SIGNATURE

DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

See attached signature page

PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE:)

SEE ATTACHED SIGNATURE(S) AND NOTARY(IES)

) SS

COUNTY)

Subscribed and sworn to me this day, of

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

DATE AFFIDAVIT NOTARIZED

UNOFFICIAL COPY

Temple Beth-El of Northbrook
PRINT GRANTOR NAME ABOVE

Donald Johnson
GRANTOR SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

3610 Dundee Investors LLC
PRINT GRANTEE NAME ABOVE

Stacey H. Traub
GRANTEE SIGNATURE

March 2022
DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

Pamela J. Sandborg
PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: ILLINOIS)

COUNTY _____)

Subscribed and sworn to me this _____ day of _____)

§3

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

DATE AFFIDAVIT NOTARIZED

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Temple Beth-El of Northbrook
PRINT GRANTOR NAME ABOVE

Donald Abrams
GRANTOR SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

3610 Dundee Investors LLC
PRINT GRANTEE NAME ABOVE

Stacy H. Traub
GRANTEE SIGNATURE

March 2022
DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

Pamela J. Sandborg
PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: ILLINOIS

) S3

COUNTY _____)

Subscribed and sworn to me this _____ day of _____

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

DATE AFFIDAVIT NOTARIZED

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Temple Beth-El of Northbrook
PRINT GRANTOR NAME ABOVE

Donald Stinson
GRANTOR SIGNATURE ABOVE

March, 2022
DATE AFFIDAVIT EXECUTED

3610 Dundee Investors LLC
PRINT GRANTEE NAME ABOVE

Stacy H. Traub
GRANTEE SIGNATURE

March, 2022
DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

Pamela J. Sandborg
PRINT AFFIANT NAME ABOVE

Pamela J. Sandborg
AFFIANT SIGNATURE ABOVE

March 15, 2022
DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: ILLINOIS

COUNTY Lake

Subscribed and sworn to me this 15th day of March, 2022



Stephanie Miller
PRINT NOTARY NAME ABOVE

[Signature]
NOTARY SIGNATURE ABOVE

3/15/2022
DATE AFFIDAVIT NOTARIZED

Property of Lake County Clerk's Office

UNOFFICIAL COPY

CORRECTIVE RECORDING AFFIDAVIT

THIS FORM IS PROVIDED COMPLIMENTS OF
KAREN A. YARBROUGH, COOK COUNTY CLERK,
AS A COURTESY FORM WHICH MAY BE USED
TO DETAIL A DESIRED CORRECTION TO A
PREVIOUSLY RECORDED DOCUMENT.

CUSTOMERS MAY USE THEIR OWN AFFIDAVIT
AS WELL, BUT IT MUST INCLUDE ALL OF THE
BELOW REQUIRED INFORMATION. THIS FORM
DOES NOT CONSTITUTE LEGAL ADVICE.

PREPARER: Pamela J. Sandborg

THE COOK COUNTY CLERK NO LONGER ACCEPTS RE-RECORDINGS, BUT INSTEAD OFFERS
CORRECTIVE RECORDINGS. DOCUMENTS ATTEMPTING TO UPDATE A PREVIOUSLY RECORDED
DOCUMENT MUST INCLUDE THE FOLLOWING INFORMATION, PLUS A CERTIFIED COPY OR THE ORIGINAL.

I, Pamela J. Sandborg, THE AFFIANT, do hereby swear or affirm, that the attached document with the document
number: 1428913012, which was recorded on: October 16, 2014 by the Cook County Clerk,
in the State of Illinois, contained the following ERROR, which this affidavit seeks to correct:

**DETAILED EXPLANATION (INCLUDING PAGE NUMBER(S), LOCATION, PARAGRAPH, ETC.) OF ERROR AND WHAT
THE CORRECTION IS. USE ADDITIONAL SHEET IF MORE SPACE NEEDED FOR EXPLANATION OR SIGNATURES.**

Property Index Number ("PIN") was not included in the legal description on Exhibit A, which is on page 26 of the recorded document.
In addition to the existing PIN number on Exhibit A, 04-06-400-050-0000, should be added as an additional PIN to the list of PIN numbers.

Furthermore, I, Pamela J. Sandborg, THE AFFIANT, do hereby swear or affirm, that this submission includes
a **CERTIFIED COPY OR THE ORIGINAL DOCUMENT**, and this Corrective Recording Affidavit is being submitted
to correct the aforementioned error. Finally, this correction was approved and/or agreed to by the original GRANTOR(S)
and GRANTEE(S), as evidenced by their notarized signature's below (or on a separate page for multiple signatures).

See attached signature page

PRINT GRANTOR NAME ABOVE

GRANTOR SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

See attached signature page

PRINT GRANTEE NAME ABOVE

GRANTEE SIGNATURE

DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

See attached signature page

PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: _____)

SS

SEE ATTACHED SIGNATURE(S) AND NOTARY(IES)

COUNTY _____)

Subscribed and sworn to me this _____ day, of _____

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

DATE AFFIDAVIT NOTARIZED

UNOFFICIAL COPY

Temple Beth-El of Northbrook
PRINT GRANTOR NAME ABOVE

Donald Simon
GRANTOR SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

3610 Dundee Investors LLC
PRINT GRANTEE NAME ABOVE

Stacey H. Traub
GRANTEE SIGNATURE

March 2022
DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

Pamela J. Sandborg
PRINT AFFIANT NAME ABOVE

AFFIANT SIGNATURE ABOVE

March 2022
DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: ILLINOIS)

) S3

COUNTY)

Subscribed and sworn to me this _____ day of _____

PRINT NOTARY NAME ABOVE

NOTARY SIGNATURE ABOVE

DATE AFFIDAVIT NOTARIZED

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Temple Beth-El of Northbrook
PRINT GRANTOR NAME ABOVE

Ronald Johnson
GRANTOR SIGNATURE ABOVE

March, 2022
DATE AFFIDAVIT EXECUTED

3610 Dundee Investors LLC
PRINT GRANTEE NAME ABOVE

Stacy H. Trumbly
GRANTEE SIGNATURE

March, 2022
DATE AFFIDAVIT EXECUTED

GRANTOR/GRANTEE 2 ABOVE

GRANTOR/GRANTEE 2 SIGNATURE

DATE AFFIDAVIT EXECUTED

Pamela J. Sandborg
PRINT AFFIANT NAME ABOVE

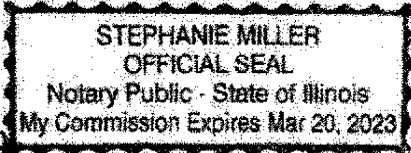
Pamela J. Sandborg
AFFIANT SIGNATURE ABOVE

March 15, 2022
DATE AFFIDAVIT EXECUTED

NOTARY SECTION TO BE COMPLETED AND FILLED OUT BY WITNESSING NOTARY

STATE: ILLINOIS

COUNTY: LAKE



Subscribed and sworn to me this 15th day of March, 2022

Stephanie Miller
PRINT NOTARY NAME ABOVE

[Signature]
NOTARY SIGNATURE ABOVE

3/15/2022
DATE AFFIDAVIT NOTARIZED

Property of County Clerk's Office

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**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption



1428913012

Doc#: 1428913012 **Fee:** \$88.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 10/16/2014 12:50 PM Pg: 1 of 26

**Report Mortgage Fraud
800-532-8785**

The property identified as:

PIN: 04-06-400-049-0000

Address:

Street: 3610 Dundee

Street line 2:

City: Northbrook

State: IL

ZIP Code: 60062

Lender: 3610 Dundee Investors LLC

Borrower: Beth-El Jewish Congregation of Chicago

Loan / Mortgage Amount: \$820,000.00

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

Certificate number: 3B9EBBEB-D346-4784-96E1-2DB577B9F961

Execution date: 08/01/2014

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This instrument was prepared by and, after recording, return to:

Reuben C. Warshawsky
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 3500
Chicago, Illinois 60606

Permanent Real Estate Tax Index No.:
See **Exhibit A** attached hereto

Address:
See **Exhibit A** attached hereto

This space reserved for Recorder's use only

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of the 1st day of August, 2014, is made by Beth-El Jewish Congregation of Chicago, an Illinois not-for-profit corporation, with an assumed name of TEMPLE BETH-EL OF NORTHBROOK ("Mortgagor"), in favor of 3610 DUNDEE INVESTORS LLC, an Illinois limited liability company, its successors and assigns ("Mortgagee").

RECITALS:

Mortgagee has agreed to loan to Mortgagor the principal amount of Eight Hundred Twenty Thousand and No/100 Dollars (\$820,000.00) (the "Loan"). The Loan is evidenced by that certain Note of even date herewith (as amended, restated or replaced from time to time, the "Note") in the amount of the Loan, and by which said Note Mortgagor promises to pay the said principal sum and interest in the manner and at the rates as provided therein. Capitalized terms not defined in this Mortgage shall have the meanings ascribed to such terms in the Note.

The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on July 31, 2019. All such payments on account of the indebtedness evidenced by the Note shall be applied as set forth in the Note being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, at the address indicated in Paragraph 25 hereof, or at such other address as Mortgagee may from time to time designate in writing.

ACCORDINGLY, Mortgagor, to secure: (i) the payment of said principal sum of money and all interest, late charges and other indebtedness evidenced by the Note and by any extensions, renewals or refinancings thereof; (ii) the performance and observance of the covenants, terms, conditions and agreements contained in the Note, this Mortgage and the Loan Documents (as hereinafter defined); and (iii) the reimbursement of Mortgagee for any and all sums expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the Loan Documents, with interest thereon as provided herein or therein; and also in consideration of the sum of TEN

8963084 C. Malone

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DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, ASSIGN, REMISE, RELEASE, WARRANT, AND CONVEY unto Mortgagee, its successors and assigns, the real estate and all of Mortgagor's estate, right, title and interest therein situate, legally described in **Exhibit A** attached hereto and made a part hereof the ("Real Estate"), together with the tangible and intangible property hereinafter described, is collectively referred to herein as the "Property".

TOGETHER with all of the rights, title and interest of Mortgagor in buildings and improvements now or hereafter constructed upon or erected upon or located on the Real Estate, all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Property, all tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the Real Estate, and all rents and income and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, other than personal property owned by lessees of the Real Estate, for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and, to the extent of Mortgagor's interest therein, equipment, systems, all fixtures, apparatus, mechanical devices and piping now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned;

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (within the meaning of Section 9-102(41) of the Uniform Commercial Code of Illinois (the "Code"), as amended and in effect from time to time), this Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 10 of this Mortgage.

TO HAVE AND TO HOLD the Property unto the said Mortgagee, its participants, successors and assigns, forever, for the purposes and uses herein set forth, together with all right to possession of the Property after any Event of Default (as hereinafter defined); Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title.

Mortgagor represents and covenants that (a) Mortgagor is the holder of the fee simple title to the Property, free and clear of all liens and encumbrances, except Permitted Encumbrances approved in writing by Mortgagee, and (b) Mortgagor has legal power and authority to mortgage and convey the Property.

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.

Mortgagor shall (a) promptly repair, restore or rebuild (or cause to be promptly repaired, restored or rebuilt) any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep the Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, except that Mortgagor shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien if and only if Mortgagor shall within thirty (30) days after the filing thereof (i) place a letter of credit with Mortgagee in an amount, form, content and issued by a financial institution reasonably acceptable to Mortgagee for the payment of any such lien if such lien is less than \$50,000.00, or (ii) cause the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage to issue an endorsement thereto insuring against loss or damage on account of any such lien; (c) subject to the right to contest as set forth in (b) above, immediately pay when due any indebtedness which may be secured by a lien or charge on the Property superior or inferior to or at parity with the lien hereof (no such superior, inferior or parity lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of any such lien to Mortgagee; (d) complete within a reasonable time any buildings or any other improvements now or at any time in process of construction upon the Property; (e) comply with all requirements of law, municipal ordinances and restrictions of record with respect to the Property and the use and development thereof, including without limitation, those relating to building, zoning, environmental protection, health, fire and safety; (f) except as otherwise expressly permitted by the Loan Documents, make no material structural alterations to the Property or any buildings or other improvements now or hereafter constructed thereon the cost of which exceeds \$250,000.00, without the prior written consent of Mortgagee; (g) not suffer or permit a change in the general nature of the occupancy of the Property, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (h) not initiate or acquiesce in any zoning reclassification without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (j) duly perform and observe all of the covenants, terms, provisions and agreements herein, in the Note or in the Loan Documents on the part of Mortgagor to be performed and observed. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum evidenced by the Note, together with all interest thereon and all other amounts payable to Mortgagee thereunder, and all other sums at any time secured by this Mortgage.

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3. **Payment of Taxes and Assessments.** Intentionally Deleted

4. **Insurance Deposits.**

After the occurrence of an Event of Default and upon written request by Mortgagee, Mortgagor shall deposit monthly with Mortgagee, a sum equal to one-twelfth (1/12th) of the annual premiums payable for the insurance required to be maintained in accordance with Paragraph 6 hereof commencing on the same day of each month installments of interest or principal are due under the Note. Further, if requested in writing by Mortgagee, Mortgagor shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to this Paragraph 4 as of one month prior to the date on which such premiums become due, shall be sufficient to pay in full the total annual premiums estimated by Mortgagee to become due and payable with respect to the Property for the current calendar year. Such deposits are to be held without any allowance of interest and are to be used for the payment of insurance premiums on the Property next due and payable when they become due. Mortgagee may, at its option, itself pay such insurance premiums when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such insurance premiums. If the funds so deposited are insufficient to pay any such premiums for any year when the same shall become due and payable, Mortgagor shall within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such premiums in full. If the funds so deposited exceed the amount required to pay such premiums for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee.

5. **Mortgagee's Interest In and Use of Deposits.**

If an "Event of Default" (as hereinafter defined) occurs pursuant to any of the provisions contained in this Mortgage or the Note secured hereby, Mortgagee may at its option, without being required so to do, and upon written notice to Mortgagor, apply any monies at the time on deposit pursuant to Paragraph 4 hereof in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits under this Paragraph 5 shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of Mortgagor, any insurer.

6. **Insurance.**

(a) Mortgagor shall at all times keep (or cause to be kept) all buildings, improvements, fixtures and articles of personal property owned by Mortgagor now or hereafter situated on the Property insured against loss or damage by fire and such other hazards as may

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reasonably be required by Mortgagee, including without limitation: (i) all risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of all buildings, improvements, fixtures and articles of personal property owned by Mortgagor now or hereafter situated on the Property, with agreed upon amount and inflation guard endorsements; (ii) broad form boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Property shall contain a boiler and sprinkler system, respectively; (iii) if the improvements on the Property are located in a flood hazard district, flood insurance in the maximum amount obtainable up to the amount of the indebtedness hereby secured; and (iv) such other insurance as Mortgagee may from time to time reasonably require. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workers' compensation insurance covering the Property and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee and shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies or certificates not less than thirty (30) days prior to their respective dates of expiration. The coverage amounts shall be as reasonably approved by Mortgagee.

(b) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance.

(c) In the event of loss Mortgagor shall give immediate notice to Mortgagee, who, if such loss exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), shall have the sole right to make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for any such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Provided no Event of Default or Unmatured Event of Default has occurred, any insurance proceeds so received by Mortgagee, or any part thereof, shall be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and reasonable attorneys' fees, to the restoration or repair of the property damaged as provided in Paragraph 8 hereof. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value of the Property.

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7. Condemnation.

If all or any part of the Property are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all of its expenses, including costs and attorneys' fees, to the restoration or repair of the property damaged as provided in Paragraph 8 hereof, if in the reasonable judgment of Mortgagee the property can be restored or repaired to the condition existing immediately prior to the taking. If in the reasonable judgment of Mortgagee the said property cannot be restored or repaired to the condition existing immediately prior to the taking, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable and, at any time from and after the taking, upon thirty (30) days prior written notice to Mortgagor, Mortgagee may declare the whole of the indebtedness hereby secured to be due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Any application to the unpaid principal balance of the Note pursuant to this Paragraph 7 shall not extend the due date or reduce the amount of the principal and interest installments required to be paid under the Note. Notwithstanding the provisions of this paragraph to the contrary, if any condemnations or taking of less than a material portion of the Property occurs or in the event that the award is less than Two Hundred Fifty Thousand Dollars (\$250,000.00), and provided that no Unmatured Event of Default exists, or if, in the reasonable determination of Mortgagee, such event has no material adverse effect on the operation or value of the Property, then the award for such taking or damages resulting herefrom may be collected and received by Mortgagor and applied to the restoration or repair of the Property as set forth in Paragraph 8 hereof.

8. Disbursement of Insurance or Eminent Domain Proceeds.

(a) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a material portion of the Property (which for purposes of this Mortgage shall constitute damage in excess of \$150,000.00), whether by fire or other casualty or by a taking under the power of eminent domain, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding, which approval shall not be unreasonably withheld.

(b) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the Property as provided in Paragraphs 6 and 7 above, Mortgagee shall be entitled to evidence of the following:

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(i) That no Unmatured Event of Default or Event of Default has not occurred which has not been, or will not be, cured to the reasonable satisfaction of Mortgagee, in Mortgagee's sole and absolute judgment;

(ii) That Mortgagee shall be given reasonably satisfactory proof that either (A) such improvements have been fully restored, as reasonably determined by Mortgagee, or (B) the expenditure of money as may be received from such insurance proceeds or condemnation award will be sufficient to repair, restore or rebuild the Property, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage;

(iii) That in the event such insurance proceeds or condemnation award shall be insufficient to repair, restore or rebuild the said improvements, Mortgagor shall deposit with Mortgagee funds equaling such deficiency, which, together with the insurance proceeds or condemnation award, shall be sufficient to restore, repair and rebuild the Property; and

(iv) That prior to the disbursement of any such proceeds held by Mortgagee in accordance with the terms of this Paragraph 8 for the cost of any repair, restoration or rebuilding, Mortgagee shall be furnished with a statement of Mortgagor's architect, certifying the extent of the repair and restoration completed to the date thereof, and such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Property; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Property, and total or partial lien waivers substantiating such payments.

(v) That Mortgagee has received satisfactory evidence from Mortgagor that the Lease remains unaffected and is in all other respects, in full force and effect, and is not the subject of any termination or rent abatement.

(c) Prior to the payment or application of insurance proceeds or a condemnation award to the repair, restoration or rebuilding of the improvements upon the Property as provided in Paragraphs 6 and 7 above there shall have been delivered to Mortgagee the following:

(i) A waiver of subrogation from any insurer who claims that no liability exists as to Mortgagor or the then owner or other insured under the policy of insurance in question; and

(ii) Such plans and specifications, such payment and performance bonds and such insurance, in such amounts, issued by such company or companies and in such forms and substance, as are reasonably required by Mortgagee.

(d) In the event Mortgagor shall fail to restore, repair or rebuild the improvements upon the Property within a reasonable time subject to force majeure, then Mortgagee, at its option, and upon not less than thirty (30) days written notice to Mortgagor, may

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commence to restore, repair or rebuild the said improvements for or on behalf of Mortgagor, and for such purpose, may perform all necessary acts to accomplish such restoration, repair or rebuilding. In the event insurance proceeds or condemnation award shall exceed the amount necessary to complete the repair, restoration or rebuilding of the improvements upon the Property, such excess shall be applied on account of the unpaid principal balance of the Note irrespective of whether such balance is then due and payable.

(e) In the event Mortgagor commences the repair or rebuilding of the improvements located on the Property, but fails to comply with the conditions precedent to the payment or application of insurance proceeds or a condemnation or eminent domain award set forth in this Paragraph 8; or Mortgagor shall fail to restore, repair or rebuild the improvements upon the Property within a reasonable time subject to force majeure, and if Mortgagee does not restore, repair or rebuild the said improvements as provided in subparagraph (d) above; then Mortgagee may, at its option, accelerate the indebtedness evidenced by the Note and apply all or any part of the insurance proceeds or condemnation award against the indebtedness secured hereby.

(f) Notwithstanding anything to the contrary in this Mortgage, if any Unmatured Event of Default or any Event of Default has occurred, all insurance proceeds or eminent domain award may be applied by Mortgagee to reduce the outstanding balance of the Loan or to pay any amounts then due to Mortgagee under the terms of the Loan Documents.

9. Assignment of Leases and Rents.

As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained in the Loan Documents, Mortgagor, as lessor, hereby absolutely and unconditionally grants, transfers, sets over and assigns to Mortgagee, all of the right, title and interest of Mortgagor in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts, and other receivables arising out of or from the Property, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (b) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Property, together with any other obligations of any tenant or any guaranty of such Lease and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (c) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (d) all tenant improvements and fixtures located on the Property. Mortgagor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Mortgagor shall not do or suffer to be done anything to impair the security thereof. Mortgagor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents. During the continuance of any Event of Default, Mortgagor shall not modify the terms and provisions of any Lease, nor shall Mortgagor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Mortgagee's prior written consent.

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Mortgagor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and, during the continuance of any Event of Default, shall immediately notify Mortgagee of any material breach by any tenant or guarantor under any such Lease. Unless or until an Event of Default shall occur, Mortgagor shall have the right and license to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same subject to the terms of the Loan Documents.

10 Security Agreement and Financing Statement.

Mortgagor and Mortgagee agree that: (i) this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to any property included in the definition herein of the word "Property" which property may not be deemed to form a part of the Real Estate or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code), and all replacements of such property, substitutions for such property, additions to such property, (as defined in the Code) (said property, replacements, substitutions and additions being sometimes herein collectively referred to as the "Collateral"); (ii) a security interest in and to the Collateral is hereby granted to Mortgagee; and (iii) the Collateral and all of Mortgagor's right, title and interest therein are hereby collaterally assigned to Mortgagee; all to secure payment of the indebtedness hereby secured and to secure performance by Mortgagor of the terms, covenants and provisions hereof.

(a) Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code.

(b) Mortgagor agrees that, without the written consent of Mortgagee, Mortgagor will not remove or permit to be removed from the Property any of the Collateral except that so long as Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Property, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby.

(c) Mortgagor represents and covenants that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereof, unless Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others, except as permitted hereunder.

(d) This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth herein. This Mortgage is to be filed for recording with

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the Recorder of Deeds of the county where the Property is located. Mortgagor is the record owner of the Property and has rights in and the power to transfer the Collateral.

(e) Mortgagor represents and warrants that: (i) Mortgagor is the record owner of the Property; (ii) Mortgagor's chief executive office is located in the State of Illinois; (iii) Mortgagor's state of organization as a limited liability company is the State of Illinois; (iv) Mortgagor's exact legal name is as set forth herein; and (v) Mortgagor's organizational identification number in the State of Illinois is 54802463, and Mortgagor is qualified to conduct its business in the State of Illinois.

11. Effect of Extensions of Time.

If the payment of said indebtedness or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Property or having an interest in Mortgagor, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

12. Stamp Tax.

If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage or the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee may extend by reason of the imposition of any tax on the issuance of the Note secured hereby. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

13. Effect of Changes In Laws Regarding Taxation.

In the event of the enactment after this date of any law of the state in which the Property are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Property, or the manner of collection of taxes, so as to adversely affect this Mortgage or the indebtedness secured hereby or the holders thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall indemnify and hold Mortgagee harmless from and against any and all losses and costs resulting from such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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14. Mortgagee's Reliance on Claims for Liens.

Mortgagee in making any payment hereby authorized for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted, provided that if no Event of Default then exists hereunder Mortgagee shall give to Mortgagor ten (10) days prior written notice thereof.

15. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.

After the occurrence of an Event of Default, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Property or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Property. Mortgagee may, but shall not be required to, complete construction, furnishing and equipping of any uncompleted buildings or other improvements now or at any time hereafter on the Property, and pay operating costs and expenses of every kind and nature in connection therewith, so that the Property and such buildings and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies disbursed by Mortgagee to protect the Property or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become due and payable within ten (10) days after written notice from Mortgagee and with interest thereon at the Default Rate (as defined in the Note). In addition to the foregoing, any costs, expenses and fees reasonably incurred, including reasonable attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagee's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage, or the Property, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable after ten (10) days written notice and with interest thereon at the Default Rate. The interest accruing under this Paragraph 15 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional indebtedness evidenced by the Note and secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should the proceeds of the Note or any part thereof, or any amount paid out or disbursed by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Property or any part thereof, then as additional security hereunder, Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

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16. **Single Purpose Entity.** [Intentionally Deleted]

17. **Transfer of Property; Further Encumbrance.**

Mortgagor recognizes that any secondary, mezzanine or junior financing placed upon the Property (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Property should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Property.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; and (iii) keeping the Property or any interest in the Property free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one, and that, any sale, conveyance, assignment, further encumbrance or other transfer of title to the Property, or any interest in the Property, including without limitation, the entering into of an installment agreement for the sale of the Property, the placement or granting of liens on all or any part of the Property or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Property, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagee's prior written consent shall be an Event of Default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events, shall be deemed to be an unpermitted transfer of title to the Property and therefore an Event of Default hereunder:

(a) Any sale, conveyance, lease, assignment or other transfer of, or the grant of a possessory interest or security interest in, all or any part of the title to the Property; or

(b) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any interest in Mortgagor; or

(c) Any interest in Mortgagor or any ownership interest in any entity that directly or indirectly owns a membership interest in Mortgagor shall be transferred or assigned, or any security interest or other lien or encumbrance shall be created on any interest, directly or indirectly in Mortgagor.

Any consent by Mortgagee, or any waiver by Mortgagee of an Event of Default under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this Paragraph 17. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Paragraph 17 shall be void and of no force or effect.

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18. Acceleration of Indebtedness in Event of Default.

Each of the following shall constitute an “Event of Default” for purposes of this Mortgage:

(a) Mortgagor fails to pay (i) within ten (10) days of the date when due, any installment of principal or interest payable pursuant to the Note, or (ii) within ten (10) days after written notice, any other amount payable pursuant to the Note, this Mortgage or any of the other Loan Documents;

(b) Failure by Mortgagor to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under this Mortgage, the Note or any other Loan Document, within thirty (30) days after written notice; provided, however, that if such condition, covenant, term, agreement or provision is such that it cannot with the exercise of reasonable diligence be performed within said thirty (30) days and Mortgagor diligently undertakes said performance within said thirty (30) day period, and thereafter diligently pursues such performance, the time to so perform shall be extended for an additional period, not to exceed sixty (60) days total, to effect such performance, unless the default is the result of Mortgagor’s willful misconduct or negligence or the continued operation or safety of the Property, or the priority, validity or enforceability of the lien created by this Mortgage or any other Loan Document or the value of the Property is materially impaired, threatened or jeopardized;

(c) At any time, Mortgagor for itself files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or admits in writing its or his inability to pay its or his debts as they mature, or makes an assignment for the benefit of its or his creditors, or seeks or consents to the appointment of any receiver, trustee or similar officer for all or substantially all of its or his property;

(d) The commencement of any involuntary petition in bankruptcy against Mortgagor, or the institution against Mortgagor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or substantially all of the property of Mortgagor, which in each case is not dismissed within sixty (60) days;

(e) Any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of Paragraph 17 of this Mortgage;

(f) The occurrence of an “Event of Default” (after the expiration of any applicable cure period) under: (i) the Note, (ii) this Mortgage, or (iii) any other document or instrument evidencing or securing the Note or delivered to induce Mortgagee to disburse the proceeds thereof (the documents described in sections (i) through (iii) above being hereinafter collectively referred to as the “Loan Documents”);

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(g) The Property is subjected to actual waste, or all or any material part thereof is removed, demolished, or altered without the prior written consent of Mortgagee;

(h) Mortgagor or any endorser of the Note (if a corporation) is liquidated or dissolved or its charter expires or is revoked, or Mortgagor or such endorser (if a partnership or business association) is dissolved or partitioned, provided, however, that if Mortgagor or such endorser is involuntarily dissolved, such involuntarily dissolved party shall have thirty (30) days to bring it back to good standing; or

(i) The successful adjudication against Mortgagor by any person or entity of any claim in any legal or equitable proceeding challenging the first priority lien of this Mortgage, subject only to the Permitted Exceptions.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable as provided in this Paragraph 18 to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate. If while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Property, as set forth in Paragraph 8 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness hereby secured, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

19. Foreclosure; Expense of Litigation.

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof and/or exercise any right, power, or remedy provided in this Mortgage or any of the other Loan Documents. In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the

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Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

20. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 15 hereof; second, all other items which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, satisfaction of claims in order of priority adjudicated in the judgment of foreclosure or order confirming the sale; and fifth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

21. Appointment of Receiver.

Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Property if such court determines that there is a reasonable danger of damage or waste to the Property or intentional mismanagement of the Property by Mortgagor. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not, provided, however, that neither Mortgagee hereunder nor any holder of the Note may be appointed as such receiver. Such receiver shall have power to protect the Property, collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his, her or its hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

22. Rights Cumulative.

Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or any other document given to secure the Note or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other

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right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

23. **Mortgagee's Right of Inspection.**

Mortgagee and/or its representative shall have the right to inspect the Property at all reasonable times on reasonable prior notice, and access thereto shall be permitted for that purpose.

24. **Release Upon Payment and Discharge of Mortgagor's Obligations.**

Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, including payment of reasonable expenses incurred by Mortgagee in connection with the execution of such release.

25. **Notices.**

Any notice, request, demand, statement, authorization, approval, consent or acceptance made hereunder shall be in writing and shall be (a) hand delivered, or (b) sent by overnight delivery via Federal Express or other reputable overnight courier service, or (c) sent by registered or certified mail, postage prepaid with return receipt requested, and shall be deemed given (i) upon delivery, if delivered in person or (ii) one (1) business day after being deposited with United Parcel Service or any other reputable overnight courier service for overnight delivery, or (iii) three (3) business days after being postmarked if sent by registered or certified mail, return receipt requested, in each case addressed as follows:

To Mortgagee:	3610 Dundee Investors LLC 1430 Christina Lane Northbrook, Illinois 60062 Attention: Odette Olson
With copy to:	Meltzer, Purtil & Stelle LLC 300 South Wacker Drive, Suite 3500 Chicago, Illinois 60606 Attention: Reuben C. Warshawsky
To Mortgagor:	Temple Beth-El of Northbrook 3610 Dundee Road Northbrook, Illinois 60062 Attention: Executive Director

Each party may designate a change of address or facsimile number by notice to the other party sent pursuant to this Paragraph 25, given at least fifteen (15) days before such change of address is to become effective.

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26. Waiver of Defenses.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

27. Waiver of Rights.

Mortgagor hereby covenants and agrees that to the extent permitted by law, Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety.

28. Expenses Relating to Note and Mortgage.

Mortgagor will pay all reasonable expenses, charges, costs and fees incurred by Mortgagee relating to the Loan secured by this Mortgage or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing, enforcement and closing of the Note, this Mortgage and the other Loan Documents, all filing, registration or recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of the Mortgage, Mortgagor:

(a) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Property are involved directly or indirectly;

(b) May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(c) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(d) May enter into negotiations with Mortgagor or its directors, agents, employees or attorneys, in connection with the existence or curing of any Event of Default

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hereunder, the sale of the Property, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Property in lieu of foreclosure; or

(e) May enter into negotiations with Mortgagor or any of its directors, agents, employees or attorneys, pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor, which approval is required by the terms of this Mortgage.

All expenses, charges, costs and fees described in this Paragraph 28 shall be so much additional indebtedness secured hereby, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

29. **Business Purpose.**

Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in 815 ILCS 205/4 (1994), as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

30. **Further Instruments**

Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

31. **Indemnity.**

Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor also agrees to defend, protect, indemnify and hold harmless Mortgagee, any parent entity, affiliated entity or subsidiary of Lender, and each of its respective officers, directors, managers, members and employees (each an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, reasonable and actual out-of-pocket costs and expenses, and distributions of any kind or nature (including without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Mortgage or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Mortgage and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of the Note and the enforcement of Mortgagee's rights and remedies under this Mortgage, the Loan Documents any other instruments and documents delivered hereunder, or under any other agreement between Mortgagor and Mortgagee; provided, however, that Mortgagor shall not have any obligations hereunder to any Indemnified Party with

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respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Mortgagor shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to each Indemnified Party on demand, and failing prompt payment, together with interest thereon at the Default Rate from the date of demand until paid by Mortgagor, shall be added to the obligations of Mortgagor evidenced by the Note and secured by this Mortgage. The provisions of this section shall survive the satisfaction and payment of the Note. All costs provided for herein and in this Mortgage and paid for by Mortgagee shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and shall accrue interest at the Default Rate after notice thereof to Mortgagor.

32. Waiver of Right of Redemption.

Mortgagor hereby releases and waives any and all rights to retain possession of the Property after the occurrence of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor and each and every person acquiring any interest in, or title to, the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of 735 ILCS 5/15-1601 of the Illinois Compiled Statutes or other applicable law or replacement statutes.

33. Miscellaneous.

(a) Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its successors and permitted assigns, any subsequent owner or owners of the Property who acquire the Property subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee and its successors and any holder or holders, from time to time, of the Note.

(b) Invalidity of Provisions. In the event one or more of the provisions contained in this Mortgage or the Note or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the substantive laws of the State of Illinois.

(c) Municipal and Zoning Requirements. Mortgagor shall not by act or omission permit any building or other improvement on Property which are not subject to the lien of this Mortgage to rely on the Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all

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rights to give consent for all or any portion of the Property or any interest therein to be so used. Similarly, no building or other improvement on the Property shall rely on any Property not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Property as a single zoning lot separate and apart from all other Property. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

(d) Rights of Tenants. Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Property having an interest in the Property prior to that of Mortgagee. The failure to join any such tenant or tenants of the Property as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding.

(e) Option of Mortgagee to Subordinate. At the option of Mortgagee, in its sole and absolute discretion, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Property upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Property are situated, of a unilateral declaration to that effect.

(f) Use of Proceeds. Mortgagor warrants that the proceeds evidenced by the Note secured hereby will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

(g) Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Property by Mortgagee pursuant to this Mortgage.

(h) Relationship of Mortgagee and Mortgagor. Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any beneficiary, lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a Mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

(i) Time of the Essence. Time is of the essence of the payment by Mortgagor of all amounts due and owing to Mortgagee under the Note and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

(j) No Merger. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Property, it is hereby

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understood and agreed that should Mortgagee acquire any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(k) Value for Purposes of Insurance. Upon request by Mortgagee, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagee, of the type which is regularly and ordinarily made for insurance companies, with respect to the buildings and improvements on the Property.

(i) Late Charges. The Note requires the payment of a late charge in the event any installment of principal and/or interest due thereunder and/or any escrow fund payment for insurance due hereunder shall become overdue for a period in excess of ten (10) days. The Note requires the payment to Mortgagee of a late charge of 3.6 cents (3.6¢) for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as indebtedness, as that term is defined in Paragraph 2 hereof.

34. Compliance with Environmental Laws.

Mortgagor represents and warrants that, to the best of its knowledge, there are not now in existence and the Mortgagor will not cause or permit any Hazardous Materials (as hereinafter defined) to be generated, released, stored, buried or deposited over, beneath, in or on the Property or on or in any structures located on the Property from any source whatsoever, or to the best of its or his knowledge, without duty of inquiry, over, beneath, in or on adjacent parcels of real estate. For purposes of this Mortgage, "Hazardous Materials" shall mean and include any hazardous, toxic or dangerous waste substance or material defined as such in or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 USC § 1802 et seq.), and the Resource Conservation and Recovery Act as amended (42 USC § 6901 et seq.), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect. Mortgagor covenants that it will indemnify, hold harmless, and defend Mortgagee any current or former member, manager, employee or agent of Mortgagee (collectively, the "Indemnitees") from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Property or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Property; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the Property, and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials used in the Property. Notwithstanding the foregoing,

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Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Property or any part of the Property by the Indemnitees, its successors or assigns or which are introduced on the Property subsequent to Mortgagee taking possession thereof and not as a result of any act or omission on the part of Mortgagor and/or its agents, employees, successors or assigns.

35. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-1101 *et seq.* (1994), as amended (herein called the “Act”), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under any Paragraph of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraphs 12 or 15 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(c) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

36. Maximum Indebtedness.

Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured by this Mortgage exceed an amount equal to two hundred percent (200%) of the Loan; provided however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

37. Consent to Jurisdiction.

TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR AND MORTGAGEE IRREVOCABLY AGREE THAT, SUBJECT TO MORTGAGEE’S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS.

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

MORTGAGOR:

BETH-EL JEWISH CONGREGATION OF CHICAGO,
an Illinois not-for-profit corporation
a/k/a Temple Beth-El of Northbrook

By: *Cynthia Schoenstadt*
Cynthia Schoenstadt
President

Attest: *Amy Huck*
Amy Huck
Secretary


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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cynthia Schoenstadt, the President of Beth El Jewish Congregation of Chicago, an Illinois not-for-profit corporation, a/k/a Temple Beth-El of Northbrook, and Amy Huck, the Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of August, 2014.



 Notary Public

(SEAL)



My Commission Expires: 7/11/2016

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 507.49 FEET OF THE SOUTH 540.49 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE EAST 12 RODS AND 2 FEET OF THE SOUTH 66 RODS OF THE SOUTHEAST 1/4 OF SECTION 6 (EXCEPT THE EAST 496/1000 ACRES THEREOF) IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PARCEL OF LAND THE EAST 11.0 FEET THEREOF DEDICATED FOR PUBLIC ROADWAY AS PER DOCUMENT THEREOF RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MAY 1, 1974 AS DOCUMENT 22702815).

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 12 RODS AND 2.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 6: THENCE NORTH 33.00 FEET TO THE NORTH LINE OF DUNDEE ROAD FOR A PLACE OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF DUNDEE ROAD, 19.00 FEET; THENCE NORTH 231.00 FEET; THENCE WEST 6 1/2 RODS TO MATHEWS ROAD; THENCE NORTH PARALLEL WITH SAID ROAD, 276.49 FEET; THENCE EAST 125.91 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 12.00 RODS AND 2.00 FEET OF THE SOUTH 66.00 RODS OF THE SOUTHEAST 1/4 OF SECTION 6, THENCE SOUTH ALONG LAST DESCRIBED LINE, 507.49 FEET TO THE NORTH LINE OF DUNDEE ROAD AND THE PLACE OF BEGINNING, EXCEPTING FROM SAID PARCELS 1 AND 2 THE SOUTH 17.00 FEET THEREOF TAKEN FOR THE WIDENING OF DUNDEE ROAD, ALL IN THE VILLAGE OF NORTHBROOK, IN COOK COUNTY, ILLINOIS.

Address: 3610 Dundee, Northbrook, Illinois 60062

PIN: 04-06-400-049-0000