

MORTGAGE, ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT

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RECITALS

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made this 4th day of December, 1985, by LIVING-LEARNING ASSOCIATES, an Illinois limited partnership, whose mailing address is 367 North Karlov Street, Chicago, Illinois 60624, (the "Borrower") to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, whose address is 111 West Monroe, Chicago, Illinois 60690 (the "Lender").

ARTICLE I  
DEFINITIONS

1.1 For all purposes of this instrument, unless the context otherwise requires:

"Indebtedness" shall mean (i) the principal and interest (of whatever nature) owed to Lender under the Note, and all other debts, obligations and liabilities of Borrower under the Note; (ii) all other indebtedness owed by the Borrower to the Lender arising pursuant to the provisions of the "Mortgage" or any of the other "Harris Security Documents"; (iii) all renewals and extensions, in whole or in part, of all or any part of the Indebtedness described in the Note; and (iv) all funds advanced by Lender to or for the benefit of Borrower pursuant to the provisions of the Loan Agreement, this Mortgage or any of the other Harris Security Documents.

"Loan Agreement" shall mean the Building Loan Agreement of even date herewith by and among Lender, the City of Chicago, Department of Housing, and Borrower (or, if appropriate, Borrower's beneficiary) pursuant to which the Indebtedness secured hereby has been created.

"Harris Security Documents" shall mean the Loan Agreement, Note, this Mortgage, and any other document evidencing or securing the "Indebtedness" (as hereinafter defined) and, if amended, any amendments thereof.

"Note" shall mean the Note described in Article 2.

"Property" shall mean all of the properties, rights and interests hereinafter described and defined as the Property.

"Real Property" shall include any lands, the description of which is incorporated in Exhibit A hereof or by reference to another instrument or document.

All other defined terms in this Mortgage shall have the meaning as contained in the Loan Agreement unless the context requires otherwise.

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## ARTICLE 2 GRANTING CLAUSE

2.1 The Borrower hereby grants, bargains, sells, conveys, mortgages and warrants unto the Lender, its successors and assigns, FOREVER the fee interest in the Real Property situated in Cook County, Illinois, and legally described on Exhibit A attached hereto and by this reference made a part hereof.

2.2 TOGETHER WITH all right, title and interest of the Borrower in and to all buildings and improvements now located or hereafter to be erected upon any Real Property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Mortgage (all hereinafter referred to as the "Building"), and all right, title and interest of the Borrower, now owned or hereafter acquired in and to all and singular the tenements, hereditaments, privileges, easements, rights, appendages and appurtenances now or hereafter belonging or in any way appertaining to all such Real Property.

2.3 TOGETHER WITH all the right, title and interest of the Borrower in and to all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, all furniture, furnishings and other personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the Building or any part thereof, specifically including (but without limitation) the items listed on Exhibit B attached hereto. It is mutually agreed, intended and declared that all the aforesaid property owned by Borrower and placed by it on the Real Property or used in connection with the operation or maintenance of the Real Property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Property and for the purpose of this Mortgage to be Real Property, and covered by this Mortgage; and 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" as such term is defined in the Uniform Commercial Code, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Borrower hereby grants to the Lender as "Secured Party" (as such term is defined in the Uniform Commercial Code). (All of the equipment described in this Article 2.3 is hereinafter referred to as the "Building Equipment.").

2.4 TOGETHER WITH all rents, issues, royalties, profits, revenues, incomes and other benefits of and from the property and properly subject or required to be subject to the lien of the Mortgage, and all of the estate, right, title and interest of every nature whatsoever of the Borrower in and to the same and every part and parcel thereof.

2.5 TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property described above as a result of: (a) the exercises of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Lender, and of the reasonable attorneys' fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment, all subject to the provisions of Article 4.9 hereof, and the Borrower agrees to execute and deliver from time to time such further instruments as may be requested by the Lender to confirm such assignment to the Lender of any such award or payment.

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2.6 TOGETHER WITH all existing and future goods, machinery or equipment located on or attached to the Real Property which are now or in the future owned by the Borrower and used in the operation or occupancy of the real property or in any construction on the real property but which are not effectively made real property under Article 2.3 above, including but not limited to all vehicles, appliances, furniture and furnishings, building service equipment, trade fixtures and building materials, supplies and equipment.

2.7 TOGETHER WITH all existing and future general intangibles relating to the development or use of the Real Property or the Building, including but not limited to all governmental permits relating to the operation of the Borrower's business conducted on the Real Property, all existing and future names under or by which the real property, the Building or the business may at any time be operated or known.

2.8 TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging (all of the Real Property, Building Equipment, privileges and appurtenances described in Article 2.1 through 2.8 being hereinafter collectively referred to as the "Property").

TO HAVE AND HOLD the same unto the Lender, its successor and assigns forever for the purpose of securing:

I. The payment of the Adjustable Rate Promissory Note ("Note") issued pursuant to the Loan Agreement of even date herewith, in the principal sum of Two Hundred Ninety-four Thousand Two Hundred Nine and No/100 Dollars (\$294,209.00) made by the Borrower and payable to the order of Lender with interest thereon at rate and payable as therein provided; with the balance of the principal remaining unpaid, together with unpaid interest thereon, being due and payable in full on November 15, 2014;

II. The performance and/or observance of all terms, covenants, conditions and provisions to be performed or observed by the Borrower pursuant to the terms of the Note, this Mortgage, the Loan Agreement, and any of the other Harris Security Documents;

III. The payment of all other Indebtedness owed by Borrower to Lender.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BORROWER

3.1 Representations. Borrower hereby represents and warrants to Lender that:

3.2 Power and Authority. Borrower (a) is a limited partnership; and (b) is duly organized and validly existing under the laws of the State of Illinois; and (c) has the power and authority to own its properties and to carry on its business as now being conducted; and (d) is qualified to do business in every jurisdiction in which the nature of its business or its properties make such qualification necessary; and (e) is in compliance with all laws, regulations, ordinances and orders of public authorities, applicable to it.

3.3 Validity of Harris Security Documents.

(a) The execution, delivery and performance by the Borrower of this Mortgage (i) are within the legal powers of the Borrower, (ii) have been duly authorized by all requisite action, (iii) have received all necessary governmental approval, and (iv) will not violate any provision of law, any

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order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which Borrower or any of its Property is bound or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's Property or assets, except as contemplated by the provisions of the Harris Security Documents; and (b) the Note and the other Harris Security Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower and the other obligors named therein, if any, in accordance with their respective terms.

3.4 Other Information. All other information, reports, financial statements, papers and data given to Lender by Borrower with respect to the Borrower or to others obligated under the terms of the Harris Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

3.5 Mortgaged Property and Other Property. Borrower has good and marketable title to the Property free and clear of any liens, charges, encumbrances, security interests and adverse claims. This Mortgage is and will remain a valid and enforceable first lien on the Property. The Borrower has full power and lawful authority to subject the Property to the lien of this Mortgage in the manner and form herein contemplated. The Borrower will preserve such title, and will forever defend the validity and priority of the lien hereof against the claims of all persons and parties whatsoever.

3.6 Taxes and Assessments. Borrower has filed all Federal, state, county and municipal income and other tax returns required to have been filed by either of them and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it, and the Borrower does not know of any basis for additional assessment in respect of such taxes. All ad valorem real estate taxes and other public charges which have become due with respect to the Property have been paid, and the Borrower does not know of any basis for additional assessment in respect of such taxes.

3.7 Litigation. There is not now pending against or affecting Borrower or the Property, nor, to the knowledge of the Borrower, is there threatened any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially impair or affect Borrower's financial condition or operation of the Property.

3.8 Other Liens. Except as otherwise provided for in the Harris Security Documents, the Borrower has not made any contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property or any part thereof.

3.9 Use of Loan Proceeds. No part of the funds disbursed to the Borrower pursuant to the Note have been or shall be used for the purchase or carrying of registered equity securities within the purview of Regulation G of the Federal Reserve Board, or for the purpose of releasing or retiring any indebtedness which was originally incurred for any such purpose.

ARTICLE 4

COVENANTS

4.1 Repayment of Indebtedness. The Borrower covenants and agrees to pay promptly the principal of and

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interest on all sums evidenced by the Note in accordance with its terms, to pay when due all other Indebtedness and to perform each and every agreement and condition contained in the Note, this Mortgage, the other Harris Security Documents and any other instrument executed to secure the payment of the Indebtedness.

4.2 Other Payments. Subject to a written waiver by Lender of the requirements of this paragraph, which waiver Lender may grant or not grant in its sole discretion, the Borrower covenants and agrees to deposit with the Lender, or a depositary designated by the Lender, in addition to the monthly installments of interest, principal or principal and interest due under the terms of, principal and concurrently therewith, monthly until the Indebtedness evidenced by the Note is fully paid, the following:

(a) A sum equal to all real estate taxes and assessments ("taxes") next due on the Property (all as estimated by the Lender), divided by the number of months to elapse before one month prior to the date when such taxes will become due and payable;

(b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required in Article 4.4 hereof. Each installment shall be in an amount (all as estimated by Lender) which, by the payment of approximately equal installments, will result in the accumulation of a sufficient sum of money to pay renewal premiums upon such policies of insurance at least one month prior to the expiration or renewal date or dates of the policy or policies to be renewed.

All such payments described in this Section 4.2 shall be held by the Lender or depositary designated by the Lender in trust without accruing or without any obligation arising for the payment of interest thereon. An adjustment in the amount of the aforesaid monthly deposit shall be made commencing with the first monthly deposit due after the date on which a change in the amount of the taxes and/or insurance premiums becomes ascertainable.

If the funds so deposited are insufficient to pay all aforesaid taxes and insurance premiums when due, the Borrower shall, within ten (10) days after receipt of demand therefor from Lender or its agent, deposit such additional funds as may be necessary to pay such taxes and insurance premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits.

Neither the Lender nor depositary shall be liable for any failure to make the payments of taxes or insurance premiums, unless Borrower, while not in default hereunder, shall have requested the Lender or depositary in writing to make application of such deposits to the payment of the particular taxes or premiums, accompanied by the bills therefor, provided, however, that Lender may at its option make or cause the depositary to make any such application of the aforesaid deposits without any direction or request to do same by Borrower.

4.3 Taxes and Assessments. The Borrower covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents, or assessments and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen (hereinafter referred to as "Impositions"). Within thirty (30) days after payment of Impositions, the Borrower shall deliver to the Lender evidence of such payment in the form of the original or a photostatic copy of the official receipt

evidencing such payment or other proof of payment satisfactory to the Lender. The failure of the Borrower to deliver to the Lender said receipts or to submit other proof satisfactory to the Lender as aforesaid shall constitute a default hereunder; provided, however, Lender, at its option and provided the Borrower is not then in default hereunder, either shall make such deposits required under Article 4.2 available to Borrower for the payments required under this Article 4.3 or shall make such payments on behalf of the Borrower. Borrower may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Property or any part thereof, or any interest therein, to satisfy the same; (2) that Borrower has notified Lender in writing of the intention of Borrower to contest the same, before any tax or assessment has been increased by any interest, penalties, or costs; and (3) that Borrower shall have deposited with Lender at such place as Lender may from time to time in writing appoint, a sum of money or other security acceptable to Lender which (when added to monies or other security, if any, deposited with Lender pursuant to Article 4.2 hereof) shall be sufficient in the reasonable judgment of the Lender to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the reasonable judgment of the Lender, such increase is advisable. In case the Borrower shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Lender may, at its option, apply the monies and/or liquidate the securities deposited with Lender, in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including the payment of all penalties and interest thereon. If the amount of the money and/or security so deposited shall be insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, the Borrower shall forthwith upon demand either (a) deposit with the Lender, a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, or (b) in case the Lender shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to an amount satisfactory to Lender. Provided Borrower is not then in default, the Lender shall, upon the final disposition of such contest and upon Borrower's delivery to Lender of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon when so requested in writing by the Borrower.

#### 4.4 Insurance.

##### (a) Hazard

(1) Borrower covenants and agrees to keep the Building and improvements now existing or hereafter erected on the Property insured under a replacement cost form of insurance policy against loss or damage resulting from fire, malicious mischief, vandalism, windstorm, flood, sprinkler leakage, risks insured against under extended coverage policies and other hazards as may be reasonably required from time to time by Lender, and to pay promptly, when due, any premiums on such insurance, provided, however, that if Lender's waiver of the monthly deposits required by Article 4.2 hereof is not then in effect, Lender, at its option and provided Borrower is not then in default hereunder, either shall make such deposits available to Borrower for the payments required under this Article 4.4, or shall make such payments on behalf of Borrower. All such insurance shall be in amounts at all times sufficient to

prevent the Borrower from becoming a co-insurer under the terms of the applicable policies, and in any event in amounts not less than the greater of (x) the principal balance remaining outstanding from time to time on the Note and (y) the "full insurable value" (as hereinafter defined) of the Property as determined from time to time. All insurance shall be in form and content as reasonably approved by the Lender and shall be carried in companies reasonably acceptable to the Lender and the policies and renewals marked "PAID," shall be delivered to the Lender at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clause(s) in favor of and entitling the Lender to collect any and all of the proceeds payable under all such insurance, as well as a standard waiver of subrogation endorsement. Borrower shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the Property (if approved in writing by Lender) immediate notice thereof by mail shall be delivered to all insurers. In the event of any casualty loss, Borrower will give immediate notice by mail to the Lender. The Borrower hereby permits the Lender, at Lender's option, to participate with Borrower in adjusting and compromising any losses under any of the insurance aforesaid and, after deducting any costs of collection, Lender may use or apply the proceeds, at its option, as follows: (a) as a credit upon any portion of the indebtedness secured hereby; or (b) to repairing and restoring the Building and improvements in which event the Lender shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby; or (c) to deliver same to the Borrower. If the insurance proceeds are applied as a credit upon any portion of the indebtedness secured hereby, any such application of proceeds shall not extend or postpone the due dates of scheduled monthly installments under the Note or change the amount of said installments.

The term "full insurable value" as used herein shall mean actual cash value -- replacement cost without physical depreciation (inclusive of costs of excavation, foundations and footings below the lowest basement floor of the Property) to the extent available from Borrower's insurance companies. Not more frequently than once every year Lender shall have the right to notify Borrower that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination. The cost of such redetermination shall be paid by the Borrower.

In the event Lender shall elect, or shall be required to apply such proceeds to restoring the Building and improvements, such proceeds shall be made available, from time to time, upon Lender's being furnished with satisfactory evidence of the estimated cost of such restoration and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Lender may reasonably require and approve, and if the estimated cost of the work exceeds Two Hundred Fifty Thousand Dollars (\$250,000), with all plans and specification for such rebuilding or restoration as Lender may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all time the undisbursed balance of said proceeds remaining in the hands of the Lender shall be at least sufficient to pay for the cost of completion of the work, free and clear of any liens. In the event of

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foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the Indebtedness secured hereby, all right, title and interest of the Borrower, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to the Lender or any purchaser or grantee. If the Borrower shall fail to keep the Property insured in accordance with this subparagraph (a), the Lender may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance in such amount, and carried in such company, as it may determine.

(ii) Notwithstanding any provision in subparagraph (a)(i) above to the contrary, in the event of any such loss or damage as therein described to the Building or improvements upon the Property, it is hereby agreed that the Lender shall make the proceeds received under any such insurance policies as herein described available for the rebuilding and restoration of the Building and other improvements so damaged, subject to the following conditions: (x) that Borrower is not then in default under any of the terms, covenants and conditions hereof; (y) that all then existing leases shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (z) that Lender shall first be given satisfactory proof that such Building and other improvements have been fully restored or that by the expenditures of such money will be fully restored to the equivalent of their original condition or such other condition as Lender may approve in writing, free and clear of all liens, except as to the lien of this Mortgage and the Junior Mortgage; (xx) that in the event such proceeds shall be insufficient to restore or rebuild the said Building and other improvements, Borrower shall deposit promptly with Lender the amount deficient in order to restore and rebuild the said Property; (yy) that in the event Borrower shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the Building and other improvements to the equivalent of their original condition or such other condition as Lender may have approved in writing, then Lender, at its option, may restore or rebuild the Building and other improvements to the equivalent of their original condition or such other condition as Lender may have approved in writing for or on behalf of the Borrower and for such purpose may do all necessary acts, including using said funds deposited by Borrower as aforesaid; (zz) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Lender, of the Indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided herein shall become applicable. Under no circumstances shall Lender become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the said leases nor obligated to take any action to restore the said Building and other improvements.

(b) Liability

Borrower covenants and agrees to carry and maintain comprehensive Public Liability Insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Property as may be required from time to time by the Lender in forms, amounts, and with companies reasonably satisfactory to the Lender. The Policy shall name Lender as an additional insured party named thereunder. Certificates of such insurance, premiums prepaid, shall be deposited with the Lender and shall contain provision for thirty (30) days' notice to the Lender prior to any cancellation thereof.

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## (c) Workmen's Compensation

Workmen's compensation insurance for the benefit of Borrower's employees and third parties in the amounts required by applicable state law.

## (d) Explosion

Borrower covenants and agrees to carry explosion insurance in respect of boilers, heating apparatus or other pressure vessels, if any, at the time located on the Property in such companies and in such amounts as shall from time to time be reasonably satisfactory to the Lender.

## (e) Other Insurance

Such other insurance, with such companies, in such amounts and against such insurable risks, as from time to time may reasonably be required by the Lender.

4.5 Lender's Interest In and Use of Deposits.

Notwithstanding anything to the contrary contained in this Mortgage, all monies on deposit with Lender, or depository designated by Lender, shall be held by Lender or said depository in trust without accruing or without any obligation arising for the payment of interest thereon or for the segregation thereof. In the event of a default in any of the provisions contained in this Mortgage or in the Note or in the Harris Security Documents or in any other instrument securing the payment of the Indebtedness, the Lender may at its option, without being required to do so, apply any monies at the time on deposit with Lender or said depository pursuant to the terms of this Mortgage or the Harris Security Documents, as any one or more of the same may be applicable, on any of Borrower's obligations contained herein or in the Note or the Harris Security Documents or any other instrument securing the payment of the Indebtedness, in such order and manner as Lender may elect. When the Indebtedness has been fully paid, any remaining deposits shall be paid to the Borrower, its successor or assigns. Such deposits are hereby pledged as additional security for the Indebtedness and shall be held in trust to be irrevocably applied by the Lender or the depository for the purposes for which such deposits are made and shall not be subject to the direction or control of the Borrower; provided, however, that neither the Lender nor said depository shall be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Borrower while not in default hereunder, shall have requested Lender or said depository in writing to make application of such funds to the payment of the particular taxes or assessments or premiums for payment of which they are deposited, accompanied by the bills for such taxes and assessments or premiums.

4.6 Preservation of Lien Priority by Borrower.

(a) This Mortgage is and will be maintained as a valid first lien on the Property and, except for the liens of the approved and permitted Junior Mortgages, said Junior Mortgages being more particularly described in Paragraph 4.39 below and on Exhibit C attached hereto, which shall be and remain at all times subordinate to the lien of this Mortgage. The Borrower will not, directly or indirectly, create or suffer or permit to be created or to stand against the Property, or any portion thereof, or against the rents, issues, profits, or income therefrom, any lien or charge prior to, subordinate to or on a parity with the lien of this Mortgage without the prior written consent of the Lender; provided, however, that nothing contained herein shall require the Borrower to pay any impositions prior to the time the same shall become due and payable. The Borrower will keep and maintain the Property free from all liens of persons supplying labor and materials

entering into the construction, modification, or repair of the Buildings now or hereafter erected on the Property. If any such liens shall be filed against the Property, the Borrower agrees to discharge the same of record within thirty (30) days after filing of such lien. In no event shall the Borrower do or permit to be done, or omit to do or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Mortgage.

(b) All property of every kind acquired by the Borrower after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof and without any further conveyance, assignment, or transfer, become subject to the lien of this Mortgage. Nevertheless, the Borrower will do, execute, acknowledge, and deliver all such further acts, conveyances, mortgages, and assurances as the Lender shall reasonably require for accomplishing the purposes of this Mortgage, including, without limitation, executing, acknowledging, and delivering, from time to time, such further instrument (including Security Agreements) satisfactory to the Lender, as may be requested by the Lender to confirm the lien of this Mortgage on the Property, the Building and any Building Equipment, and the Borrower shall pay any and all fees for filing such instruments.

(c) If any action or proceeding shall be instituted to evict the Borrower or to recover possession of the Property or for any other purpose affecting this Mortgage or the lien of this Mortgage, the Borrower shall, immediately upon service thereof on or by the Borrower, deliver to the Lender a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however, designated, served in such action or proceedings.

#### 4.7 Maintenance of Property.

The Borrower will not (i) commit any waste on the Property, or (ii) take any actions that might invalidate any insurance carried on the Property or (iii) abandon the Property. The Borrower at its sole cost and expense will maintain the Property in good condition and make all necessary repairs consistent with the aforesaid, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. No improvements may be removed, demolished or materially altered without the prior written consent of the Lender. All repairs shall be equal in quality and class to the original work. No personal property in which the Lender has a security interest may be removed from the Property unless it is immediately replaced by similar property of at least equivalent value on which Lender will immediately have a valid first lien and security interest.

4.8 Compliance with Laws. The Borrower agrees to comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions and requirements of all Federal state and municipal governments, courts, departments, commissions, boards and officers, any National or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to the Property, or to the use or manner of use of the Property or to the use or manner of Borrower's conducting its business thereon whether or not such law, statute, ordinance, order, rule, regulation, restriction or requirement shall necessitate structural changes or improvements, for the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building

code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions and requirements.

4.9 Condemnation. The Borrower agrees that, provisions in any other documents now in existence or hereafter executed dealing with the Property to the contrary notwithstanding, in the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain, or by conveyance in lieu of condemnation (hereinafter collectively called "Proceedings"), the Borrower and the Lender shall have the right to participate in any such proceedings at Borrower's expense, including reasonable attorneys' fees, and any award that may be made or any proceeds thereof shall be deposited with the Lender and distributed in the manner herein set forth. The parties agree to execute any and all further documents that may be required in order to facilitate collection of any award or awards and the making of any such deposit. Lender shall use or apply the proceeds of such award or awards in the same manner as is set forth in Section 4.4(a) hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the Property. The Borrower covenants and agrees that Borrower will give Lender immediate notice of the actual or threatened commencement of any proceedings affecting all or any part of the property and will deliver to Lender copies of any and all papers served in connection with any proceedings. The Borrower covenants and agrees to execute and deliver to the Lender such other documents as may be required by the Lender to effect an assignment of the award.

4.10 Transfer of Ownership. If the Borrower, its successors in interest or assigns, shall, without the prior written consent of the Lender first had and received: (a) voluntarily or involuntarily sell, assign, transfer, lease with option to purchase, dispose of or further encumber with instruments to secure the repayment of debt, all or any portion of or any interest (including the beneficial interest under a land trust) in the Property; (b) be divested of title in any manner, whether voluntarily or involuntarily, then in any of such events the remaining indebtedness evidenced by the Note and secured by this instrument, and the other Harris Security Documents at the option of the Lender, and without demand or notice, shall immediately become due and payable.

4.11 Stamp Tax. If at any time the United States Government, or any other federal, state, or municipal governmental subdivision, shall require Internal Revenue or other documentary stamps or tax hereon or on the Note secured hereby, then the indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Lender thirty (30) days after the mailing of Notice of such election to Borrower; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect if Borrower lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Lender and Borrower does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

4.12 Effect of Change in Laws Regarding Taxation. In the event of the enactment, after this date, of any law of the state in which the Property is located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the Property, or the manner of collection of any such taxes, so as to affect this

Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Borrower, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor (the portion of any such taxes payable by the Borrower being equal to the tax which would be payable by Lender if this were the only mortgage held by Lender); provided, however, that if, in the reasonable opinion of counsel for the Lender, (a) it would be unlawful to require Borrower to make such payment or (b) the making of such payment would result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, the Lender may elect, by notice in writing given to the Borrower, to declare all of the indebtedness to be and become due and payable within sixty (60) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Borrower is not obligated to pay any portion of Lender's federal, state or local income tax or any tax measured by gross revenues of Lender.

4.13 Financial Data. Borrower shall deliver, or cause the Beneficiary to deliver, within ninety (90) days following the expiration of the Borrower's fiscal year in which the closing occurs and within ninety (90) days following the expiration of each fiscal year thereafter until the indebtedness evidenced by the Note is fully paid, an original unaudited financial statement prepared by an independent certified public accountant acceptable to Lender, prepared in accordance with generally accepted accounting principles, which shall include comparative balance sheets, earnings statements, surplus accounts and supporting schedules with respect to (i) the Borrower, (ii) the operation of the Property, and (iii) such other information Lender may reasonably require.

4.14 Default Interest Rate; Late Charge. The Borrower shall pay the principal of and interest on the indebtedness and any and all other sums or amounts due pursuant hereto. Time being of the essence, if any installment of principal or interest or any other payment of the indebtedness is not paid when due, the entire principal sum may, at the option of the Lender, become due and payable, and it shall thereafter bear interest at the Default Rate provided for in the Note from the due date thereof until paid, and such default interest shall be secured by this Mortgage; and, additionally, a late charge may be assessed at the option of the Lender as set forth in the Note, and such late charge shall be secured by this Mortgage.

4.15 Lender's Right to Cure Borrower's Default. In the event that Borrower shall fail to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, the Lender may, but shall not be obligated to, make payment of such items, or any part thereof, and the Borrower agrees to repay immediately and without demand all funds so advanced by the Lender for such payments with interest thereon from the date of such payments until repaid at the Default Rate provided for in the Note, and all of such advances made by the Lender and the interest thereon at the Default Rate shall be and become part of the indebtedness.

4.16 Cross Default Effect of Further Security Instruments. If the indebtedness is now or hereafter further secured by assignments of the Borrower's interest in leases, conditional assignments of rents, security agreements, financing statements, mortgages, trust deeds, collateral assignments or securities, then any default by Borrower under the provisions of any such further security shall be an Event of Default under this Mortgage, and the Lender may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received therefrom to the indebtedness without waiving

or affecting the status of any breach or default or any right or power, whether contained herein or exercised hereunder or whether contained or exercised under any other security.

4.17 Assignment of Rents. As further and additional security for the payment of the Indebtedness, the Borrower hereby assigns, transfers, and sets over unto the Lender, the rents, profits, and income derived from the Property and the Building with full and complete authority and right in the Lender in case of default in repayment of the Indebtedness or any part thereof or failure by Borrower to comply with any of the terms and conditions of the Note, this Mortgage, or the other Harris Security Documents, or any other document or instrument now in existence or hereafter executed the purpose of which is to secure the Note, to demand, collect, receive, and receipt for such rents, income and profits, to take possession of the Property without having a receiver appointed thereto, to rent and manage the same from time to time, and apply the net proceeds of such rents, income and profits upon the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until title is obtained through foreclosure or otherwise. Upon the occurrence of an Event of Default by Borrower pursuant to the terms hereof, the Note, the Harris Security Documents, or any other security documents, the use, enjoyment, rents, issues and profits may be enforced by the Lender by any appropriate civil suit or proceeding, and the Lender shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of the Borrower or of the then owner of the Property and without regard to the value of the Property. All rents, issues and profits, income and revenue from the Property shall be applied by such receiver according to law and the orders and directions of court. This assignment shall constitute a perfected, absolute and present assignment, provided the Borrower shall at the sole discretion of Lender have the right to retain, use and enjoy the Property unless and until an Event of Default shall occur in the payment when due of interest or principal under the Note or if an Event of Default shall occur hereunder, or under any other instrument now or hereafter securing the Note or the Indebtedness. Borrower hereby releases and surrenders to Lender all rights to amend, modify or in any way alter the leases without the prior written consent of the Lender.

4.18 Inspection of Property. The Lender and its authorized representatives shall have the right (subject to the rights of lessees and other occupants of the Property) upon reasonable notice and at all reasonable times to enter and inspect all portions of the Property.

4.19 Information to be Supplied by Borrower to Lender and by Lender to Borrower.

(a) The Borrower will deliver, or cause to be delivered, to the Lender:

(i) within thirty (30) days after request by the Lender, a written statement executed by the Borrower and notarized, setting forth the amount then secured by this Mortgage, and whether any offsets or defenses exist against the Indebtedness, and if any offsets or defenses are alleged to exist, specifying the nature of such alleged offsets or defenses; and

(ii) within a reasonable time after request by the Lender, such other information with respect to the Property as the Lender may from time to time reasonably request.

(b) The Lender will deliver to the Borrower within a reasonable period of time after written request from Borrower

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a statement setting forth (i) the then outstanding principal balance due under the Note; (ii) the amount of all deposits being held by Lender pursuant to the terms hereof; (iii) the date of the last payment made by the Borrower to the Lender in connection with the Loan; and (iv) whether Borrower is in default pursuant to the terms of this Mortgage or any of the other Harris Security Documents.

4.20 Zoning and Restrictive Covenants. Borrower will not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or defining the uses which may be made of the Property or any part thereof, without the express written consent of Lender. If under applicable zoning provisions the use of all or any part of the Property is or becomes a nonconforming use, Borrower will not cause or permit such use to be discontinued or abandoned without the express written consent of Lender.

4.21 Regulations U and G. Mortgagor covenants that no part of the proceeds of the Note will be used to purchase or carry any margin stock (within the meaning of Regulations U and G of the Board of Governors of the Federal Reserve System) or for retiring any indebtedness which was originally incurred for such purpose.

4.22 Default and Remedies.

(a) The whole of the Indebtedness shall become immediately due and payable at the option of the Lender and without notice to Borrower after the occurrence of any of the following events of default ("Events of Default"):

(i) default for fifteen (15) days in payment of any installment of the principal of or interest on the Note when due, whether at the stated maturity thereof or otherwise, or default in the payment when due of any other sum due the Lender hereunder or under any of the other Harris Security Documents;

(ii) lapse or cancellation of any insurance policies required herein;

(iii) if any default not involving the payment of monies due pursuant to the terms of the Loan Agreement, the Note, this Mortgage, the other Harris Security Documents, shall occur either in the due observance and performance of any covenant, condition, or agreement herein and such default is not cured within thirty (30) days after Lender's notice to Borrower of such default;

(iv) if the Borrower shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Borrower or of any substantial part of or all the properties of the Borrower or of the Property;

(v) if within sixty (60) days after the commencement of any proceeding against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law, such proceedings shall not have been dismissed, or if within sixty (60) days after the

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appointment, without the consent or acquiescence of the Borrower or of any trustee, receiver, or liquidator of the Borrower or of any or a substantial part or all of their respective properties, or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(vi) if an "Event of Default" shall occur under any of the Harris Security Documents;

(vii) if default shall occur under any of the Junior Mortgages;

(viii) Should any representation made or information supplied by Borrower prove to be untrue in any material respect and not be made good within thirty (30) days after notice to Borrower.

(b) If an Event of Default shall occur under Article 4.22(a) (iv) or (a)(v) hereof, then and in such event the Borrower (or in the event of bankruptcy the trustee in bankruptcy), its successors and assigns may cure such default within the applicable grace period or as may otherwise be provided by law, provided that adequate assurances of future performance are given to the Lender of its ability to fulfill the terms and conditions of this Mortgage and the Harris Security Documents. For purposes of this Mortgage the term "adequate assurance" shall include:

(i) Assurance to Lender of the availability of sufficient funds which when added to the principal balance of the Note will permit the required payments to the Lender as provided for in the Harris Security Documents;

(ii) Ratification, approval, republication and reaffirmation of the terms, conditions, and provisions of the Harris Security Documents and all other documents contemplated therein by the Borrower, its successors and assigns and/or the trustee in bankruptcy;

(iii) Lender's determination that there are no defaults under the Note or any other obligation or indebtedness by which Borrower, its successors and/or assigns or the trustee in bankruptcy are bound.

(c) Upon the occurrence of an Event of Default, all Indebtedness of Borrower hereunder or under the Note or any of the Harris Security Documents shall bear interest at the default rate set forth in the Note.

(d) Upon the occurrence of an Event of Default hereunder then Lender, at its option and without notice, may declare all Indebtedness of the Borrower to Lender immediately due and payable and apply any sums received thereafter upon such Indebtedness in such manner as Lender elects, all such notice being expressly waived by Borrower.

(e) At any time during the existence of any such default, the Lender may proceed to foreclose this Mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

(f) No failure by the Lender to insist upon the strict performance of any covenant, agreement, term, or condition of this Mortgage, or to exercise any right or remedy

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consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Mortgage to be performed or complied with by the Borrower, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the Lender. No waiver of any breach shall affect or alter this Mortgage, but each and every covenant, agreement, term and condition of this Mortgage shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

4.23 Waiver of Statutory Rights. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, redemption, 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. Borrower, 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 marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as a whole or in separate parcels. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Borrower, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Sections 12-124 or 12-125, as applicable, of the Illinois Revised Statutes, as may be amended.

4.24 Mortgagee In Possession.

(a) In any case in which, under the provisions of this Mortgage, a Lender has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Lender, Borrower shall surrender to Lender and Lender shall be entitled to take actual possession of the Property, or any part thereof, personally or by its agent or attorneys, as for condition broken and Lender in its discretion may enter upon and take and maintain possession of all or any part of said Property, together with all documents, books, records, papers, and accounts of the Borrower or the then owner of the Property relating thereto, and may exclude the Borrower, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted:

(i) hold, operate, manage, and control the Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the property including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Borrower;

(ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same;



(iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof;

(iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Borrower and all persons whose interests in the Property are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(v) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Lender may seem judicious, to insure and reinsure the Property and all risks incidental to Lender's possession, operation, and management thereof and to receive all avails, rents issues, and profits.

(b) Any avails, rents, issues and profits of the Property received by the Lender after having possession of the Property, or pursuant to any assignment thereof to the Lender under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such order as the Lender (or in case of a receivership, as the court) may determine:

(i) to the payment of the operating expenses of the Property, including reasonable compensation to the Lender or the receiver and its agent or agents, if management of the Property has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage;

(iii) to the payment of all repairs, renewals, replacements, alterations, additions, betterments, and improvements of said Property, and of placing said Property in such condition as will, in the judgment of Lender or receiver, make it readily rentable;

(iv) to the payment of any Indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(v) any overplus or remaining funds to the Borrower, its successors, or assigns, as their rights may appear.

4.25 Application of Proceeds of Foreclosure Suit.  
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; second, all Indebtedness remaining unpaid and third, any overplus to Borrower, Borrower's beneficiary or their successors, or assigns, as their rights may appear.

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4.26 Receiver. In any action to foreclose this Mortgage or in the event any default shall exist as to any of the terms, covenants, conditions, representations or warranties of this Mortgage, as now or hereafter modified or extended, or of the obligations secured hereby, the Lender shall have the right, with the irrevocable consent of the Borrower hereby given and evidenced by the execution of this Mortgage, to forthwith obtain appointment of a receiver by any court of competent jurisdiction without further notice to Borrower, to enter upon and take possession of the Property, including all personal property used upon or in connection with the real property herein conveyed and all bank accounts containing funds associated with the Property, and to let the Property and receive all the rents, issues, profits and income thereof, including accounts receivables, due or to become due, and apply the same after payment of all necessary charges and expenses, on account of the Indebtedness. Said rents, issues, profits, and income are, in the event of such default which shall not have been cured or in the event of such foreclosure action, hereby assigned to the Lender as additional security for the Indebtedness together with the leases and all other documents evidencing such rents, issues, profits, income, bank accounts and any and all deposits held as security under the leases. At the option of the Lender, such entry and taking possession of the Property by the receiver shall be accomplished whether by actual entry and possession or by notice to the Borrower.

4.27 Cost of Defending Title to Property. In the event the Lender is made a party to any action affecting this Mortgage or the title to the Property, Borrower agrees that the Lender may at its option defend such action, and in the event the Lender elects to defend, all court costs and reasonable expenses thereof, including reasonable attorneys' fees, and reasonable costs of evidence of title to the Property, shall become Indebtedness hereunder and secured hereby.

4.28 Notices. All notices, demands, and requests given or required to be given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if and when delivered in person or sent by tested telex or telecopier or three (3) business days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. certified mail, postage prepaid, addressed as follows:

TO BORROWER:

Living-Learning Associates  
c/o 367 North Karlov Street  
Chicago, Illinois 60624  
Attention: Mary Nelson

WITH A COPY TO:

Keck, Mahin & Cate  
8300 Sears Tower  
Chicago, Illinois 60606  
Attention: Julius Y. Yacker

TO LENDER:

Harris Trust & Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690  
Attention: Yasmin Bates

WITH A COPY TO:

McDermott, Will & Emery  
111 West Monroe Street  
Chicago, Illinois 60603  
Attention: Gerald M. Offutt

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or addressed to each respective party at such other address as such party may hereafter furnish to the other parties in writing.

4.29 Lender's Remedies Cumulative. Each right, power, and remedy herein conferred upon the Lender is cumulative of every other right or remedy of the Lender, whether conferred herein or by law, and may be enforced concurrently. A waiver in one or more instances of any of the terms, covenants, conditions, or provisions hereof, of the Note, or of any of the Harris Security Documents shall apply only to the particular instance or instances and at the particular time or times, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions, and other provisions of this Mortgage and the Note shall remain in full force and effect.

4.30 Mortgage as Security Agreement and Financing Statement. This Mortgage shall cover the Building Equipment and all other property affixed or hereafter affixed to or located upon or hereafter located upon the Real Property described herein, which to the fullest extent permitted by law shall be deemed fixtures and a part of the Real Property, and all articles of personal property and all materials delivered to the Property for incorporation or use in the conduct of Borrower's business being conducted thereon and owned by the Borrower. To the extent any property covered by this Mortgage consists of rights in action or personal property covered by the Uniform Commercial Code, this Mortgage constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Lender. This Mortgage shall be self-operative with respect to such property, but the Borrower agrees to execute and deliver on demand such security agreement, financing statement, and other instruments as the Lender may request in order to impose the lien hereof more specifically upon any of such property and to pay all recording and/or filing fees associated therewith. If the lien of this Mortgage on any property is subject to a prior security agreement covering such property, then in the event of any default hereunder, all the right, title, and interest of the Borrower in and to any and all deposits thereon is hereby assigned to the Lender, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Mortgage as a security agreement and financing statement, the Lender shall be deemed to be the secured party and the Borrower shall be deemed to be the debtor.

4.31 Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of the Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event that prior to any such transfer of title, any claim under any hazard insurance policy has not been paid and distributed in accordance with the terms of this Mortgage and any such claim shall be paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall belong to and be the property of the Lender and shall be paid to the Lender, and Borrower hereby assigns, transfers, and sets over to the Lender all of its respective right, title, and interest in and to said sum. The balance, if any, shall belong to the Borrower as its interests may appear. Notwithstanding the above, the Borrower shall retain an interest in the insurance policies above described during any redemption period.

4.32 No Violation of Agreement by Borrower. The Borrower covenants and warrants that the Harris Security Documents are valid and enforceable obligations of the Borrower

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in accordance with their respective terms, and that neither the Harris Security Documents or the performance or observance by the Borrower of any of the matters or things in the Harris Security Documents provide for or contravene any covenant in any indenture or agreement affecting the Borrower.

4.33 Further Assurance. The Borrower at its expense, will execute, acknowledge and deliver such instruments and take such actions as Lender from time to time may reasonably request for the further assurance to Lender of the properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

4.34 Defeasance. If Borrower shall pay the Indebtedness including the principal, interest and premium, if any, due under the Note, in accordance with the terms thereof and hereof, and if it shall pay all other sums payable hereunder and shall comply with all other terms hereof and of the Note, and other Harris Security Documents, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, and thereupon the Lender, upon the written request and at the expense of the Borrower, shall execute and deliver to the Borrower such instruments as shall be requisite to evidence of record the satisfaction of the Mortgage and the lien thereof, and any sums at the time held by the Lender for the account of Borrower pursuant hereto shall be paid over to the Borrower or as the Borrower may direct.

4.35 Severability of Clauses. In the event that any term, covenant, condition or provision of this Mortgage or the Loan Agreement, the Note or other Harris Security Documents shall be held to be invalid, illegal, or unenforceable, the Loan Agreement, the Note, this Mortgage, or other Harris Security Documents shall be construed without such provision.

4.36 Writing Required. No change, amendment, modification, cancellation, or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

4.37 Binding Effect. This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.38 Applicable Law. This Mortgage shall be governed the laws of the State of Illinois.

4.39 Junior Mortgages. Lender hereby consents to Borrower's causing the Property to be encumbered by the certain mortgages referred to herein as the Junior Mortgages, more particularly described on Exhibit C attached hereto, on the following terms and conditions:

(a) The Borrower hereby covenants and agrees that:

- (i) the Borrower shall not renew or extend the Junior Mortgages without the prior written consent of the Lender;
- (ii) the Borrower shall not change or modify, or agree to any change or modification of, the terms and conditions of the Junior Mortgages without the prior written consent of the Lender; and
- (iii) the Borrower shall, immediately after being notified in writing or otherwise of a default under any of the Junior Mortgages, notify the Lender of same.

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(b) Each Junior Mortgage shall contain the following term or terms having substantially the same effect:

(i) that said Junior Mortgage shall be expressly made subject and subordinate to the lien and provisions of this Mortgage, any Assignment of Leases and Financing Statements given as security for the payment of the Indebtedness, any renewals or extensions thereof, and to any and all advances, in whatever amounts and whenever made, with interest thereon, and to any expenses, charges and fees incurred thereby, including any and all such advances, interest, expenses, charges and fees which may increase the Indebtedness secured by this Mortgage above the original principal amount thereof.

(ii) that the holder of the note secured by said Junior Mortgage shall be obligated to give to Lender written notice of any default under said Junior Mortgage.

(iii) that the holder of the Junior Mortgage, its successors and assigns, or any other legal holder of said Junior Mortgage shall agree to assign and release to the Lender, its successors and assigns or any other legal holder of this Mortgage:

(1) all of its right, title and interest or claim, if any, in and to the proceeds of all policies of insurance covering the property for application upon the indebtedness or other disposition thereof in accordance with the provisions of this Mortgage, and

(2) all of its right, title and interest, all claims, if any, in and to all awards or other compensation made for any taking of any part of the Property to be applied upon the indebtedness secured by this Mortgage or other disposition thereof in accordance with the provisions of this Mortgage.

(iv) that the holder of said Junior Mortgage agrees to execute, acknowledge and deliver to the Lender such instrument of subordination as may be required in order to evidence the foregoing.

(c) In addition to the foregoing, any Junior Mortgage and any note evidenced thereby in favor of the City of Chicago shall contain a provision to the effect that so long as the Indebtedness secured by this Mortgage shall remain unpaid no interest, principal or principal and interest payments shall be payable in connection with the Indebtedness secured by said Junior Mortgage until the Indebtedness secured hereby has been fully repaid.

4.40 Construction Loan Provisions. This Mortgage is a construction mortgage, as said term is defined in section 9-313(1)(c) of the Illinois Uniform Commercial Code. Borrower further covenants and agrees that the loan secured hereby is a construction loan and that:

(a) The improvements to be erected, altered, or remodeled on the Real Property shall be completed in

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accordance with the plans and specifications submitted to and approved by the Lender.

(b) There shall be no stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Borrower.

(c) In any event, said construction shall be completed not later than December 4, 1986.

(d) Upon any default under the provisions of Articles 4.40 (a), (b) or (c), in addition to any and all other remedies which may be available to Lender under the terms of this Mortgage or any of the other Harris Security Documents, Lender may, but shall be under no obligation to do so, complete the construction, alteration, or remodeling of said improvements and enter into the necessary contracts therefor. All money so expended shall be so much additional Indebtedness secured by this Mortgage, and any monies expended in excess of the Note shall be payable on demand with interest at the Default Rate provided for in the Note.

(e) The construction of said improvements is and will be in compliance with all governmental regulations and restrictions and with all zoning and building laws and ordinances of the county and/or municipality in which the Real Property is located, and with all applicable building restrictions. Borrower will furnish satisfactory evidence to the Lender of such compliance.

(f) The proceeds of the loan secured by this Mortgage will be disbursed to Borrower pursuant to the provisions of the Loan Agreement of even date herewith. All advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this Mortgage and the occurrence of an Event of Default under said Loan Agreement shall constitute a default under this Mortgage, entitling the Lender to all of the rights and remedies conferred upon the Lender by the terms of this Mortgage.

4.41 Not a Joint Venture or Partnership. This Mortgage and the other documents executed in connection with the Loan are intended to create only a debtor/creditor relationship between Borrower and Lender, and Borrower acknowledges and agrees that nothing contained herein or therein shall be construed in any way as creating a joint venture, partnership, joint tenancy or tenancy in common between Borrower and Lender.

4.42. Limitation of Liability. The Lender covenants and agrees to look solely and only to the Property for the payment and performance and observance of any amount, obligation or provision to be paid, performed or observed under the Note, this Mortgage or any of the other Harris Security Documents, and neither the Borrower nor any disclosed or undisclosed principal for whom the Borrower may be acting, nor any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors and assigns, shall have any personal liability or other personal obligation or any liability for a deficiency for or with respect to any payment, performance or observance of any amount, obligation, liability or provisions to be paid, performed or observed under the Note, the Mortgage or any of the other Harris Security Documents, and the Lender agrees not to seek or obtain a deficiency, money judgment or other judgment against the Borrower or against any disclosed or

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undisclosed principal for whom the Borrower may be acting or against any of their respective heirs, administrators, executors, personal representatives, employees, officers, directors, shareholders, successors or assigns. Nothing herein contained, however, shall be construed to (i) impair the security offered by the Mortgage, or the right and remedy of the Lender to exercise any power of sale contained in the Mortgage, to foreclose the Mortgage, to recover possession of the Property or to impair any other right or remedy under the Mortgage or the other Harris Security Documents, or (ii) to relieve or limit the obligation of Borrower to pay Lender any and all sums received by Borrower in relation to the Property or the operations conducted thereon, including, without limitation, any and all condemnation awards or payments in lieu of condemnation, rents, security deposits, occupancy charges or fees, insurance proceeds and general real estate tax and special assessment refunds, it being agreed and understood that the Borrower shall be and remain personally liable for the payment to Lender of all such sums.

IN WITNESS WHEREOF, this Mortgage has been executed by the Borrower as of the day and year first above written.

BORROWER:

LIVING-LEARNING ASSOCIATES,  
an Illinois limited partnership

BY: New Life Management, Inc.,  
an Illinois corporation,  
Its General Partner

By: Mary Wilson

Attest: \_\_\_\_\_

This Instrument Prepared By:  
Gerald M. Offutt, McDermott, Will & Emery, 111 West Monroe  
Street, Chicago, Illinois 60603

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Randy A. Kyan, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Man Nelson, personally known to me to be the Director President of New Life Management, Inc., an Illinois corporation, and Secretary, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person severally acknowledged that as such Director President and Secretary, respectively, they signed and delivered the said instrument as Director President and Secretary of said corporation in its capacity as General Partner of Living-Learning Associates, an Illinois limited partnership, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation as said General Partner, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4<sup>th</sup> day of December 1985.

Randy A. Kyan  
Notary Public

My Commission expires:  
2.6.89

Cook County Clerk's Office

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Property of Cook County Clerk's Office



10/1/2010

EXHIBIT A

LEGAL DESCRIPTION

Lots 36 to 41, both inclusive, in Block 36 in West Chicago Land Company's Subdivision of the South half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Nos. 16-10-422-017 (36-40)  
16-10-422-018 (41)  
P.

4320 W. Madison

Property of Cook County Clerk's Office

## EXHIBIT B BUILDING EQUIPMENT AND PERSONAL PROPERTY

1. All fixtures, machinery, equipment and furnishings affixed or attached to the Property improvements, including but not limited to underground pipes and conduits, foundations, built-in furniture and appliances, stoves, ranges, refrigerators, dishwashers, toilets, lavatories, bathtubs and showers, laundry equipment, wall and floor coverings, partitions, doors and windows, sculptures and other decorations, signs, and power, light, heat, air conditioning, waste removal, refrigeration and ventilation located on or used in connection with the Property whether now owned or existing or hereafter created or acquired;

2. All deposits and claims to refunds of any kind, employee's funds, accounts with financial institutions, accounts receivable including hotel and motel reservation deposits, prepaid expenses, notes receivable (except the note or notes of limited partners of Borrower deposited as capital contributions) and claims and rights under leases, contracts, notes, evidences of indebtedness, purchase and sales orders, service marks, trademarks and trade names whether now owned or existing or hereafter created or acquired;

3. All office equipment and supplies including, but not limited to typewriters, photocopiers, calculators, filing cabinets, desks, chairs, dictating machines, postage meters, and office supplies whether now owned or existing or hereafter created or acquired;

4. All furniture, furnishings, utensils and appliances, including but not limited to all television sets and stands, carpets, rugs tapestries, sculptures, paintings and other art work, mirrors, beds, tables, lamps, chandeliers, desks, chairs, sofas, benches, chairs, glassware, cooking and eating utensils and linens whether now owned or existing or hereafter created or acquired;

5. All janitorial, maintenance, landscaping and snow removal equipment and supplies whether now owned or existing or hereafter created or acquired;

6. All permits and licenses issued by governmental or quasi-governmental agencies relating to the operations of the Property whether now owned or existing or hereafter created or acquired;

7. All motor vehicles which are owned by Debtor and which are used in connection with the operation of the Property whether now owned or existing or hereafter created or acquired;

8. All interest of Debtor in leases or conditional sales agreements of any items of property described in the foregoing subparagraphs whether now existing or hereafter created;

9. All general intangibles (including, but without limitation, choses in action, tax refunds, and insurance proceeds), whether now owned or existing or hereafter created or acquired;

10. All proceeds of the foregoing described Collateral.

EXHIBIT C  
JUNIOR MORTGAGES

Second Mortgage From Borrower to City of Chicago  
Department of Housing dated ~~December 4~~, 1985, securing  
an original principal indebtedness of ~~\$636,000.00~~  
641,000.00 *MR*

Property of Cook County Clerk's Office

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DEPT-01 RECORDING \$36.98  
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