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MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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This Mortgage, Assignment of Rents and Security Agreement is made this 21st day of December, 1990, between REZMAR CORPORATION, (hereinafter referred to as "Mortgagor"), and the CITY OF CHICAGO, DEPARTMENT OF HOUSING, together with its successors and assigns, having its principal office at 318 South Michigan Avenue in Chicago, Illinois, 60604 (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor has concurrently executed and delivered a Note bearing even date herewith in a principal sum not exceeding SEVENTY-ONE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 00/100 (\$71,755.00) Dollars, made payable to the Mortgagee, in which the Mortgagor promises to pay the said principal sum, plus interest thereon, at the rate specified in said Note on or before the Maturity Date, as defined in the Note. All of said principal and interest payments shall be made payable to the Mortgagee and delivered to the Mortgagee at the office of Mortgagee or Mortgagee's designated agent, in Chicago, Illinois, or at such other place as the Mortgagee, or Mortgagee's designated agent, may declare in writing; and

WHEREAS, the Mortgagee is desirous of securing the payment of the Note, together with interest thereon, in accordance with the terms of the Note, and any additional indebtedness or obligations incurred by the Mortgagor on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note or this Mortgage; and

WHEREAS, the Mortgagor is the owner of that certain real estate commonly known as 2358-60 East 70th Place in Chicago, Illinois, more fully described on Exhibit A attached hereto.

ARTICLE I

NOW THEREFORE, in order to secure the payment of the principal and interest under the Note and the performance of the covenants and agreements contained in this Mortgage, including any extensions or modifications hereto, Mortgagor does by these presents (as hereinafter defined grant, bargain, sell, convey and mortgage) unto Mortgagee, its successors and assigns forever and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to, all of the following rights, interest, claims and property (referred to hereinafter collectively as the "Premises"):

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1. All of the real estate, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all easements, water rights, hereditaments, mineral rights and other rights and interest appurtenant thereto (hereinafter referred to as the "Real Estate");
2. All buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Real Estate ("Improvements"), together with any fixtures or attachments now or hereafter owned by Mortgagor and located in or on, forming part of attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;
3. Any interest, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Estate and Improvements, now owned or hereafter acquired;
4. All of Mortgagor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter affecting the Real Estate or the Improvements, or any part thereof, and all income, rents, issues, proceeds and profits accruing and to accrue from the Real Estate and Improvements;
5. All right, title and interest of the Mortgagor in and to all fixtures, personal property of any kind or character now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Real Estate and Improvements;
6. All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (a) proceeds or insurance in effect with respect to the Real Estate and Improvements, and (b) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of the whole or any part of the Real Estate and Improvements; and
7. All other property rights of the Mortgagor of any kind or character related to the Real Estate and Improvements.

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IT IS FURTHER AGREED, INTENDED and DECLARED that all the aforesaid property rights and interests shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and Improvements, this Mortgage is hereby deemed to be and is, as well, a Security Agreement under the Illinois Uniform Commercial Code for the purpose of creating a security interest in such property, which Mortgagor hereby grants to the Mortgagee as secured party (as defined in the Illinois Uniform Commercial Code).

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns, forever, for the purposes and uses herein set forth.

ARTICLE II GENERAL AGREEMENTS

To protect the security of this Mortgage, the Mortgagor further covenants and agrees as follows:

1. Payment of Principal and Interest. Mortgagee shall pay promptly when due the principal and interest and any other sums required to be paid on the Note or under this Mortgage at the times and in the manner provided therein and shall pay any other indebtedness secured hereby as same becomes due.

2. Preservation, Restoration and Use of Premises (Part I): The Mortgagor shall, no later than October 1, 1992, begin to:

(a) Promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged, destroyed, altered, removed, severed or demolished, whether or not proceeds or insurance are available or sufficient for the purpose, with replacement at least equal in quality and condition as existed prior thereto, free from any security interest in encumbrances on or reservation of title thereto;

(b) Keep and maintain the Premises in good condition and repair, without waste, and free from mechanics' liens, materialmen's liens or like liens or claims or other liens or claims for lien of whatever nature;

3. Preservation, Restoration and Use of Premises (Part II). The Mortgagor shall, at all times, begin to:

(a) Complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Premises;

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- (b) At all times comply with all statues, rules, regulations, orders or decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Premises and the use thereof and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, license, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy;
- (c) Make no material alterations in the Premises, except as required by law or municipal ordinance;
- (d) Suffer or permit no change in the general nature of the occupancy or use of the Premises without the Mortgagee's prior written consent;
- (e) Pay when due all operating costs of the Premises;
- (f) Initiate or acquiesce in no zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;
- (g) Not abandon the Premises, nor do anything whatsoever to depreciate or impair the value of the premises or the security of this Mortgage;
- (h) Refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises or any portion thereof;
- (i) Cause the Premises to be managed in a competent and professional manner;
- (j) Not permit execution of any leases for a term in excess of one (1) year without the prior written consent of the Mortgagee;
- (k) Not permit any unlawful use or nuisance to exist upon the Premises; and
- (l) Provide the Mortgagee or its authorized representative with access to the Premises, subject to the rights of the tenants, at all reasonable times for the purpose of inspecting the Premises.

4. Payment of taxes and Other Charges. Mortgagor shall be responsible for the payment, when first due and owing and before any penalty attaches, of all taxes and assessments (general or special), water charges, sewer charges, and any other charges, fee, taxes, claims, levies, expenses, liens and assessments,

ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, that may be asserted against the Premises or any part thereof or interest therein. Mortgagor shall promptly furnish to Mortgagee duplicate receipts evidencing payment thereof. Notwithstanding anything contained herein to the contrary, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or charges, provided that any such contest stops the enforcement of such taxes, assessment or charges.

5. Insurance. The Mortgagor shall insure and keep insured the Premises and each and every part and parcel thereof against such perils and hazards as the Mortgagee may from time to time require, including, without limitation:

- (a) Insurance against loss to the Improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Improvements, and naming the Mortgagee as an additional and named insured thereunder;
- (b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Premises naming Mortgagee as an additional named insured party thereunder;
- (c) During the making of any alterations or improvements to the Premises insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and workmen's compensation insurance covering all persons engaged in making such alterations or improvements;
- (d) All policies of insurance to be maintained and provided as required herein shall be in forms, with companies and in amounts reasonably satisfactory to Mortgagee, and all policies of casualty insurance shall have attached thereto waiver of subrogation and mortgagee loss payable clauses or endorsements to favor of and with loss payable to Mortgagee.
- (e) All said insurance shall provide for thirty (30) days prior written notice of termination or cancellation to Mortgagee. Mortgagor shall deliver all policies, or certificates thereof, including additional and renewal policies, to Mortgagee marked "Paid", and, in case of insurance policies about to expire, the Mortgagor shall deliver renewal policies or certificates thereof, not less than thirty (30) days prior to the respective dates of expiration.

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6. Proceeds of Insurance. In the event of any damage to, or destruction of, the Premises, the Mortgagor will promptly give written notice to the Mortgagee of such damage or destruction.

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree, as the case may be) is hereby authorized at its option either:

(i) to settle and adjust any claim under such policies without the consent of the Mortgagor; or

(ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. The Mortgagee shall, and is hereby authorized, to collect any such insurance proceeds and the expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be deemed additional indebtedness secured by this Mortgagee and shall be reimbursed to the Mortgagee upon demand.

(b) In the event of any insured damage to, or destruction of, the Premises or any part thereof Mortgagee may, in its sole discretion:

(i) apply the proceeds of insurance payable upon the indebtedness secured hereby in such order or manner as the Mortgagee may elect; or

(ii) apply the proceeds of insurance to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or any part thereof.

(c) In the event proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

7. Condemnation and Eminent Domain. The Mortgagor shall give Mortgagee prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (generally "Taking"), of all or any part of the Premises or affecting any easement thereon or appurtenance thereof and shall deliver to Mortgagee copies of any and all papers

served in connection with any such proceedings, and Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities said awards and is further authorized to give appropriate receipts therefor.

8. Transfer and Encumbrance of the Property. Except as herein provided, the Mortgagor shall not create, effect, contract for, commit to, consent to, suffer or permit any conveyance, sale, assignment, syndication, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the following) of the Premises or any part thereof or interest therein, without the prior written consent of the Mortgagee. If the Mortgagor shall do any of the foregoing without the prior written consent of Mortgagee, Mortgagee at its option, has the right to accelerate the maturity of the note causing the full principal balance and accrued interest to be immediately due and payable without notice to Mortgagor. Prior to October 1, 1992, the Mortgagee, upon written demand by Mortgagor, shall execute a subordination agreement, within five (5) days of said demand, in which this Mortgage is subordinated to any future construction or rehabilitation mortgage loans for the Project. Mortgagee also consents to the syndication of the Project prior to October 1, 1992.

Any waiver by Mortgagee of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

9. Mortgagee's Performance of Defaulted Acts. In case of default herein by Mortgagor, 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 or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys's fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable, with interest thereon at the default interest rate provided for in the Note. 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.

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10. Events of Default. It shall constitute a default under this Mortgage when:

- (a) Mortgagor fails to timely make payment of the Note or any installment thereof, including principal, interest or any applicable loan fee or other amount required to be paid and such failure continues for five (5) days; or
- (b) Mortgagor fails to duly observe or perform any term, covenant, condition or agreement of this Mortgage, or in the Note, any future Construction Rehabilitation Loan Agreement or any other instrument securing the Note, and said default continues for thirty (30) days; or
- (c) Mortgagor fails to pay any sum due or fails to perform any condition, covenant, term or agreement required under this Mortgage or the note that is secured by this Mortgage; or
- (d) Mortgagor, or any guarantor of the indebtedness secured hereby is:
 - (i) voluntarily adjudicated a bankrupt or insolvent; or
 - (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property; or
 - (iii) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or the State of Illinois; or
 - (iv) makes a general assignment for the benefit of creditors; or
 - (v) makes an admission in writing of its inability to pay its debts generally as they become due; or
- (e) Any order, judgment or decree is entered upon any application of a creditor of Mortgagor by a court of competent jurisdiction appointing a receiver or trustee or custodian of all or a substantial part of the assets of the Mortgagor, or approval of any petition filed against Mortgagor hereby seeking relief under any bankruptcy or other similar laws of U.S. or any state and remains in force, undischarged or unstayed for a period of sixty (60) days; or

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- (f) Any warranty, representation, certification, financial statement or other information made or furnished at any time pursuant to the terms of this Mortgage by Mortgagor, or by any person or entity liable for the indebtedness secured hereby, shall prove to be materially inaccurate or false; or
- (g) Mortgagor transfers, conveys, assigns or sells the Premises or any interest therein or if the mortgagor is a partnership, corporation or land trust, there occurs any assignment or transfer of control of the beneficial interest therein; or
- (n) Mortgagor abandons the Premises.

11. Remedies on Default. If a default under this Mortgage shall occur, Mortgagee may at its option:

- (a) Declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is expressly waived by Mortgagor);
- (b) Institute proceedings for the complete foreclosure of the Mortgage;
- (c) Take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage;
- (d) Exercise any or all rights and remedies available under the Uniform Commercial Code; and
- (e) Enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.

12. Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by other related costs and expenses paid or incurred in connection with such proceeding.

13. Right of Possession. Subject to the rights of the Mortgagee under this Mortgage, in any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the institution of such proceedings to foreclose the lien hereof or before or after sale thereunder, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take

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actual possession of the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books and records.

14. Priority of Rent Payments. Any avails, issues and profits of the Premises received by Mortgagee after having possession of the Premises, or pursuant to any assignment thereof to Mortgagee 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 Mortgagee (or in case of a receivership, as the court) may determine:

- (a) To the payment of operating expenses of the Premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents;
- (b) 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;
- (c) To the payment of all repairs decorating, renewals, replacements, alterations, addition, betterments and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises;
- (d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; or
- (e) With respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

15. Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may, upon application, appoint a receiver of the Premises. Such appointment may be made whether before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or person, of any, liable for the payment of the indebtedness hereby secured, without regard to the value of the Premises at such time and whether or not the same is then occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee or agent thereof may be appointed as

such receiver. Such receiver shall have the power to take possession, control and care of the Premises and to collect all rents and profits thereof during the pendency of such foreclosure suit.

16. Foreclosure Sale. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as the Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the State of Illinois. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the Premises or any part thereof, and in lieu of paying cash therefore, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

17. Application of Proceeds from Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority:

- (a) On account of all costs and expenses incident to the foreclosure proceedings;
- (b) All other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon;
- (c) All principal and interest remaining unpaid on the Note; and,
- (d) Any overplus to Mortgagor, its successors, or assigns, as their rights may appear.

18. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds for any insurance policy or policies, if not applied in restoring the Premises, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct.

19. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, 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 of foreclosure of this Mortgage, and hereby waives the benefit of such laws. 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 Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby expressly

waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person having a beneficial interest in Mortgagor, it being the intent hereof that any and all such rights or redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived.

20. Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

21. Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at the time or any subsequent time, without its express written consent, except and to the extent otherwise provided by law.

22. Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall in affect any subsequent default of the same or of a different nature.

23. Rescission of Election. Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

24. Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor or the Note, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.

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25. Giving of Notice. All notices or other communications required or contemplated in connection with this Mortgage shall be in writing, and the mailing thereof by certified mail, return receipt requested with postage prepaid and addressed as follows:

If to Mortgagee: City of Chicago
Department of Housing
Office of Rehabilitation
318 South Michigan Avenue
Chicago, Illinois 60604

With Copies To: Corporation Counsel of the
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to Mortgagor: REZMAR, CORPORATION
727 North Milwaukee
Chicago, Illinois 60622

With Copies To: HARRIS & GOLDSTEIN, LTD.
35 East Wacker, Suite 1750
Chicago, Illinois 60601

The parties may designate by written notice any different addresses to which subsequent notices, certificates or other communications shall be sent. All notices by mail delivered pursuant to this paragraph shall be deemed delivered on the fifth (5th) business day after the date mailed.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

26. Time of the Essence. Time is of the essence with respect to the Note and this Mortgage.

27. Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

28. Covenants Running with the Land. All the covenants hereof shall run with the land. Mortgagor hereby covenants that the Premises shall maintain Qualified Occupancy for the next 204 months following the date of this instrument. For purposes of this paragraph, the following definitions shall control:

Qualified Occupancy shall mean that ninety-five (95%) percent of the tenants under all leases are low income households so that tenants are being charged rents

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which do not exceed (60%) percent of Median Income, as adjusted for household size and as updated from time to time. However, an individual household income may rise to one hundred forty (140%) percent of the otherwise applicable maximum qualifying income before the household is deemed not a qualified occupant if the balance of the other residential units comprising the said ninety-five (95%) percent, to the extent they become available for rental to new tenants, are rented to households which are being charged rents which shall not exceed (60%) percent of Median Income.

Median Income shall mean the median income of households residing in the Chicago Primary Metropolitan Statistical Area according to the income schedule most recently issued by HUD. In the event HUD no longer issues such an income schedule, Median Income shall be based on a comparable schedule issued by the applicable Federal governmental agency.

29. Headings. The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provision hereof.

30. Construction of Mortgage. The place of contract and payment being located in Illinois, this Mortgage shall be construed and enforced according to the laws of the State of Illinois.

31. Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Mortgage shall be construed as if such invalid part were never included herein and this Mortgage shall be and remain valid and enforceable to the fullest extent permitted by law.

32. Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be interchangeable, where the context so requires.

33. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not.

34. Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee, all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Upon, any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee, its agents and attorney-in-fact for that purpose. The Mortgagor will reimburse the Mortgagee for any sums expended by Mortgagee in making, executing and recording such documents.

35. Indemnification. In addition to all other indemnities in favor of the Mortgagee specifically provided in this Mortgage, the Mortgagor shall indemnify the Mortgagee and save the Mortgagee harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses including without limitation, reasonable architect's, engineer's and attorney's fees and all disbursements which may be imposed upon, incurred or asserted against the Mortgagee.

36. Prepayment Privilege. Mortgagor reserves the right to prepay at any time, all or any part of, the principal amount of the Note secured hereby without payment of penalties.

37. Release Upon Payment and Discharge of Mortgagor's Obligation. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

38. Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagor, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any other prior lien or encumbrance upon the Premises, then Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same.

39. Inspection of Premises. Mortgagor shall permit Mortgagee or its agents to inspect the Premises at all reasonable times, and access thereto shall be permitted for such purpose.

40. Exculpation. Notwithstanding any other provision herein to the contrary, the Lender shall 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 this instrument, for whom the Borrower nor any disclosed or undisclosed principal for whom the Borrower may be

acting, nor any of the partners' 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 this instrument and the Lender (and any other holder by its acceptance of the Note) agrees not to seek or obtain a deficiency, money judgment or other judgment against the Borrower or against any disclosed or 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 (i) to 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, or foreclose the Mortgage, to Recover possession of the Property or to impair any other right or remedy under the Mortgage or other Loan 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 payment 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, Mortgagor has caused these presents to be signed and attested to on the day and year first above written.

REZMAR CORPORATION

By: David B. Bunt

Its: V.P. Finance Development

Attest:

By: [Signature]

Its: Ass't Secretary

90624310


UNOFFICIAL COPY

9 0 6 2 4 3 1 0

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

I, Katherine K. McClain, as Notary Public in and for said County, in the State aforesaid, do hereby certify that David B. Brint and David L. Goldstein who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as _____ and _____ of REZNAI, CORPORATION and as their own free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and Notarial Seal this 21st day of December, 1990.



 Notary Public

My Commission Expires:

11/6/93

This Instrument Prepared By and
 After Recording Return to:

David L. Goldstein
 HARRIS & GOLDSTEIN, LTD.
 35 East Wacker, Suite 1750
 Chicago, Illinois 60601

Property of Cook County Clerk's Office

90624310

UNOFFICIAL COPY

9 0 5 2 4 3 1 0

EXHIBIT "A"

LEGAL DESCRIPTION

sub Lots 13 and 14 in Block 3 in Resubdivision (~~by Chicago Title & Trust Co.~~) of Blocks 10, 11 and part block 12 in South Shore Division #5, being a subdivision of the East 1/2 of Southeast 1/4 of Section 24, Township 35 North, Range 14, lying East of Third Principal Meridian in Cook County, Illinois.

Common Address: 2358-60 East 70th Place
Chicago, Illinois 60649

Permanent Index No.: 20-24-427-006-000

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