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This instrument was prepared by (and after recordation should be returned to): CADC/IDAG

Donald S. Horvath JENNER & BLOCK One IBM Plaza Chicago, IL 60611

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MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of February 26th, 1991, by and among Chinese American Development Corporation, an Illinois corporation ("CADC"). American National Bank and Trust Company of Chicago (the "Land Trustee"), not personally but as Trustee under the provisions of a Trust Agreement dated July 1, 1987 and known as Trust No. 67060 (the "CADC Trust"), Chinese American Development Foundation, an Illinois not for profit corporation ("CADF"), and the Land Trustee, not personally but as Trustee under the provisions of a Trust Agreement dated July 1, 1987 and known as Trust No. 66666 (the "CADF Trust"), in favor of the City of Chicago, Illinois, a public body corporate (the "Mortgagee"), having an office at c/o Commissioner, Department of Economic Development, 24 East Congress Parkway, Suite 700, Chicago, Illinois. CADC, CADF and the Land Trustes, as Trustee under each of the CADC Trust and the CADF Trust, are hereinafter collectively called the "Mortgagor". Each of CADC and CADF has its office at 209 West 23rd Street, Chicago. Illinois, and the Land Trustee has an office at 33 North LaSalle Street, Chicago, Illinois.

RECITALS:

A. Loan Agreement and Loan Amount. Pursuant to that certain Amended and Restated Redevelopment/Loan Agreement, dated as of February 26, 1991 (herein, as the same may be amended, supplemented, revised or restated from time to time, called the "Loan Agreement"), by and among CADC, CADF, the Land Trustee, in its capacity as Trustee of the CADC Trust, the CADF Trust and that certain Trust Agreement, dated January 25, 1991 and known as Trust No. 113361-04 and Mortgagee, CADC and the Land Trustee, in its capacity as Trustee of the CADC Trust, have executed and delivered to the Mortgagee (a) that certain CADC/IDAG Loan Note (herein, such CADC/IDAG Loan Note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, called the "Note"), dated February 28,

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1991, made payable to the order of Mortgagee in the original face principal amount of \$1,000,000.00, bearing interest as provided in the Note on the principal amount thereof from time to time outstanding, and due and payable, together with all accrued and unpaid interest, in full, if not sooner paid, on or before February 28, 1998, subject to acceleration as provided in the Note, in the Loan Agreement, or in this Mortgage. All principal of and interest on the Note is payable in lawful money of the United States of America at the office of the Mortgagee, or at such place as the holder or holders thereof may from time to time appoint in writing. CADC and the Land Trustee are or will become justly indebted to the Mortgagee in the amount evidenced by the Note (the "Loan Amount"), in accordance with the terms of the Note and the Loan Agreement. Any term capitalized but not specifically defined in this Mortgage, which is capitalized and defined in the Loan Agreement, shall have the same meaning for purposes of this Mortgage as it has for purposes of the Loan Agreement, notwithstanding any termination thereof.

- B. Related Documents. Any and all loan agreements (including, without limitation, the Loan Agreement), the Note, the Environmental Indemnity Agreement, the CADC/IDAG Loan Security Documents, and any other documents and instruments executed and delivered by or for the benefit of the Mortgagor, or any of them, whether pursuant to the terms of the Loan Agreement or otherwise, in connection with the Note or as security therefor, or for the purpose of supplementing or amending all or any of the foregoing, all of which, as the same may be amended, modified or supplemented from time to time, are sometimes hereinafter referred to as the "Related Documents".
- The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the tollowing: (i) the principal of, interest on and any and all other amounts which may at any time be or become due or owing under the Note; (ii) all indebtedness of any kind arising under, and all amounts (including, without limitation, future advances) of any kind which may at any time be or become ave or owing to the Mortgagee under or with respect to, the Loan Agreement, the Note, this Mortgage or any of the other Related Documents; (iii) all of the covenants, obligations and agreements (and the truth of all representations and warranties) of the Mortgagor in, under or pursuant to the Loan Agreement, the Note, this Mortgage and all of the other Related Documents; any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined), perform any obligation of the Mortgagor hereunder or under any of the Related Documents or collect any amount owing to the Mortgagee which is secured hereby; (iv) any and all other obligations of the Mortgagor, or any of them, to the Mortgagee, in each case,

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howsoever created, arising or evidenced, direct or indirect, absolute or contingent, joint or several, now or hereafter existing or due or to become due, and whether or not arising out of or in connection with the Loan Agreement, the this Mortgage or any of the other Related Documents; (v) interest on all of the foregoing; and (vi) all costs of enforcement and collection of the Loan Agreement, the Note, this Mortgage, any of the other Related Documents, and the Liabilities. Provided, however, notwithstanding anything to the contrary herein, the total aggregate indebtedness and Liabilities secured by this Mortgage shall not exceed an amount equal to five (5) times the Loan Amount.

- D. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:
 - (in Real Estate. All of the land described on Exhibit A attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land or the Leasehold Estate (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and tolephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate. claim, demand, right, title or interest of the Mortgagow in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");
 - (ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

- (iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Mortgagor and used or useful in connection with the Real Estate, including, without limitation, all rights of the Mortgagor under any lease of furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease (all of the foregoing is herein referred to collectively as the "Goods");
- iv) <u>Intangibles</u>. All option rights, purchase contracts, books and records relating to the Real Estate or the <u>Improvements</u> and any other intangible property of the Mortgagar related to the Real Estate or the <u>Improvements</u> (all of the foregoing is herein referred to collectively as the "Intangibles");
- (v) <u>Rents</u>. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");
- (vi) <u>Leases</u>. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or the conducting of any business on, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof, (all of the foregoing is herein referred to collectively as the "Leases");
- (vii) <u>Plans</u>. All rights of the Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");
- (viii) Contracts for Construction or Services.

 All rights of the Mortgagor, if any, under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

- (ix) <u>Contracts for Sale or Financing</u>. All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained the agreement of any person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and
- (x) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, including all proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing into cash or liquidated claims. (All of the Real Estate and the Improvements, and any other property constituting a portion of the Collateral which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises.").

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NOW THEREFORE, for and in consideration of the Mortgagee's executing and delivering the Loan Agreement, and of
the Mortgagee's making any loan, advance or other financial
accommodation at any time to or for the benefit of the
Mortgagor, and in consideration of the various agreements
contained herein and in the Loan Agreement and the other
Related Documents, and for other good and valuable
consideration the receipt and sufficiency of which are hereby
acknowledged by the Mortgagor and in order to secure the
full, timely and proper payment and performance of each and
every one of the Liabilities,

THE MORTGAGOR HEREBY MORTGAGES, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS AND ASSIGNS (AND CADE ALSO WARRANT) TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, AND GRANTS TO THE MORTGAGEE A CONTINUING LIEN UPON AND SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

TO HAVE AND TO HOLD the Collateral unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth. All of the Collateral, whether real, personal, or mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises and to be appropriated to the use of the Premises, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby.

As to any of the Collateral which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the Premises, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Premises are located (hereinafter referred to as the "UCC") for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the UCC), securing said indebtedness and obligations and Mortgagee shall have in addition to its rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to any of the Collateral which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple or, with respect to the Leasehold Estate, leasehold; that the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Related Documents, the liens and security interests described in Section 3.18 of this Mortgage and the encumbrances set forth in the title insurance policy insuring the lien of this Mortgage in favor of the Mortgagee (collectively, the "Permitted Exceptions"); and that the Mortgagor and its successors and assigns will forever warrant and defend the same against all claims and demands whatsoever with the exception of the Permitted Exceptions.

I. COVENANTS AND AGREENENTS OF MORTGAGOR

Further to secure the full, timely and proper payment and performance of the Liabilities, the Mortgagor herery covenants and agrees with, and warrants to, the Mortgages as follows:

1.1. Ownership of the Real Estate; Material Inducement to Lend. The Land Trustee, in its capacity as Trustee of the CADC Trust, is the owner of Parcel 1 of the Real Estate described on Exhibit A. CADC is the owner of the entire beneficial interest in, to and under the CADC Trust. The Land Trustee, in its capacity as Trustee of the CADF Trust, is the owner of Parcels 2 and 3 of the Real Estate described on Exhibit A. CADF is the owner of the entire beneficial interest in, to and under the CADF Trust. CADF and the Land Trustee, in its capacity as Trustee of the CADF Trust, acknowledge and agree that each of them will receive material benefits under the Loan Agreement and that their execution

and delivery of this Mortgage is a material inducement to Mortgagee to advance the Loan Amount to CADC and the Land Trustee, in its capacity as Trustee of the CADC Trust.

- 1.2. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal of and interest on the Note, and all other Liabilities (including fees and charges).
- 1.3. Payment of Taxes. The Mortgagor shall pay all taxes, assessments, water charges, sewer charges and the like on the Premises when the same are due and before any penalty attaches and shall provide the Mortgagee or Mortgagee's designee with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Mortgagor may, except as otherwise provided in the Loan Agreement, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.
- 1.4. Maintenance, Repair and Restoration of Improvements. The Mortgagor shall (a) promptly repair, restore or rebuild the Improvements which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste; (c) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use trareof; (d) initiate or acquiesce in no zoning variation or replassification, without Mortgagee's written consent; and (e) Mortgagor shall complete the Project (as defined in the Loan Agreement) in the manner required, and within the time limits impose), by the Loan Agreement.
- 1.5. Liens. The Premises (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the Permitted Exceptions. Notwithstanding the foregoing, Mortgagor may contest in good faith the validity of any mechanic's or materialman's lien, provided Mortgagor shall either cause Chicago Title Insurance Company to insure over such mechanic's or materialman's lien for the benefit of the Mortgagee or first post a bond in an amount not less than one hundred fifty percent (150%) of the amount of the claim and provided further, in either such case, that the Mortgagor diligently prosecutes the claim and causes the removal of such lien.
- 1.6. <u>Insurance</u>. Mortgagor shall keep the Improvements now or hereafter erected upon the Premises and all other Collateral insured against loss or damage by fire and such

other hazards as may be requested by Mortgagee and shall maintain comprehensive public liability insurance in an amount not less than \$3,000,000 combined single limit per occurrence/aggregate. Said insurance shall be written on an "occurrence" basis. In addition, the Mortgagor shall insure the Premises in such amounts and against such risks and hazards as are required by the Loan Agreement and, to the extent any such insurance requirements exceed those set forth above, the insurance requirements set forth in the Loan Agreement shall control. Until all of the Liabilities have been paid in full, Mortgagor shall keep the Premises continuously insured in such amounts and against such risks and hazards as the Mortgagee may from time to time reasonably require, and Mortgagor shall pay as the same become due all premiums in respect thereto. Copies or certificates of the insurance policies required by this <u>Section 1.6</u> have been delivered to the Mortgagee, and copies or certificates of any new or renewal policies shall be delivered to the Mortgagee not 1.s. than thirty (30) days prior to the applicable expiration date. The policies of insurance provided for in this Section 1.6 shall be maintained with companies reasonably satisfactory to the Mortgagee and licensed to do business in the State of Illinois and shall name the Mortgagee as in additional party insured, and all proceeds thereunder in the case of loss or damage shall be payable to the Mortgagee pursuant to a standard noncontributory mortgagee loss tayable clause. All policies of insurance required hereunder shall provide that the same may not be canceled, except upon thirty (30) days' prior written notice to the Mortgagee.

- 1.7. Adjustment of Losses With Insurer and Application of Proceeds of Insurance. If, prior to the payment in full of the Liabilities, the Fremises, or any portion thereof, are damaged by fire or other casualty, the Mortgagor shall give written notice of any such damage or destruction to the Mortgagee. The Mortgagee shall, at its option, and is hereby authorized to, adjust and collect any insurance proceeds and (a) apply such proceeds against (1) the expense incurred in adjusting and collecting such insurance proceeds and (ii) the Liabilities, in such order and priority as Mortgagee may elect; or (b) apply the insurance proceeds to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises.
- 1.8. Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments or the principal portion of the indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Note or any of the other Related Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing,

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or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to the Note, this Mortgage, or any of the other Related Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee. Thereafter, if the Mortgagor fails to make payment of all such sums within thirty (20) days after the Mortgagee's demand therefor, such failure shall constitute a Default (as hereinafter defined) hereunder and all sums secured hereby shall become immediately are and payable.

- 1.9. Effect of Extensions of Time. If the payment of the Liabilities or any part thereof is extended or varied or if any part of any security for the payment of the Liabilities is released or additional security is taken, all persons now or at any time hereafter liable therefor, or interested in the Collateral, shall be held to assent to such extension, variation, or taking of additional security or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, taking of additional security or release.
- 1.10. Recorded Instruments. That Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Collateral, noncompliance with which would affect the security of this Mortgage or impose any duty or obligation upon Mortgagor or other occupant of the Premises, or any part thereof, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Premises.
- 1.11. Mortgagee's Performance of Defaulted Acts. In case of any Default hereunder, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Landlord in any lease of the Premises. All monies paid for any of the purposes herein

authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any stamp tax or any Leases or to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate (as hereinafter defined). 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.

- 1.12. Mortgagee's Reliance on Tax Bills. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
- 1.13. Condemnation. Any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Premises, whether temporarily or permanently, are hereby assigned by the Mortgagor to the Mortgagee, and the Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the Mortgagee shall be entitled to apply the net proceeds toward creation of a reserve fund owned and held by the Mortgagee which shall be used, until exhausted, to pay interest when and as due on the Note as the Mortgagee deems appropriate and any amount in excess of all interest due or to become due under the Note shall be applied to the principal of the Note as the Mortgagee shall direct.
- 1.14. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 1.15. Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgements or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected lien on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral

to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above; keep all of its books and records relating to the Collateral on the Premises or at such address; keep all tangible Collateral on the Premises except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any Rents or the proceeds of any of the Leases or Intangibles more than 30 days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

1.16 <u>Utilities</u>. The Mortgagor will pay all utility charges pourred in connection with the Collateral and maintain all utility services available for use at the Premises.

1.17. Contract Maintenance; Other Agreements; Leases.

(a) The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each obligation, condition, covenant, and restriction of the Mortgagor affecting the Premises or imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby, including, without limitation, the Ground Lease, the Leases, the Contracts for Sale, the Contracts for Construction, and the Intangibles (collectively, the "Third Party Agreements"), so that there will be no default the funder and so that the persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such person to woid such performance. Without the prior written consent of the Mortgagee, the Mortgagor shall not (i) make or permit any termination or amendment of the rights of the Mortgagor under any Third Party Agreement; (ii) collect rents or the proceeds of any Leases or Intangibles more than 30 days before the same shall be due and payable; (iii) assign or sublet the whole or any portion of any lessee's interest under the Ground Lease; or (iv) in any other manner impair Mortgagee's rights and interest with respect to the Rents or the Ground The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

- (b) Nothing in this Mortgage or in any of the other Related Documents shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the Leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay. Unless waived by Mortgagee, each of the Leases shall have a subordination provision in form and substance reasonably satisfactory to Mortgagee, subordinating the interest of the tenants under the Leases to this Mortgage, and all renewals, modifications, consolidations, replacements and extensions hereof and shall have attornment and noncancellation clauses in form and substance reasonably satisfactory to Mortgagee. Until all of the Liabilities and other sums secured by this Mortgage are paid in full, Mortgagee reserves the right to require that any Lease be made either superior to or inferior to the lien of this Mortgage.
- of the remarkies provided for by law or by this Mortgage, the lessee under each Lease shall attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance, and shall not be bound by any amendment or modification to any Lease made without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.
- 1.18. Notify the Mortgages of Default. The Mortgagor shall notify the Mortgagee in vriting forthwith upon learning of the occurrence of any Default hereunder, which notice shall describe such Default and the steps being taken by the Mortgagor with respect thereto.
- 1.19. No Assignments: Future Leases. The Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any person, except with the prior written

consent of the Mortgagee and, if granted, under Leases approved in writing by the Mortgagee.

1.20. Assignment of Leases and Rents and Collections.

- (a) All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Nortgagee in payment of all sums due under the Note, the other Liabilities and all other sums payable under this Mortgage Prior to the occurrence of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Article II hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, of the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other person obligated undor any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such person 🐯 rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.
- (b) The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Liabilities and otherwise in compliance with the provisions of the Loan Agreement.
- (c) The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The

Mortgagor shall at any time or from time to time, upon request of the Mortgagee, execute such additional documentation reasonably requested by Mortgagee to evidence the transfer and assignment to the Mortgagee in such form as may be satisfactory to the Mortgagee, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder, the Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph (a) above.

- (b) The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage.
- 1.21. Indemnification. Mortgagor hereby agrees to indemnify, defend and hold the Mortgagee harmless from and against any losses, costs, camages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys fees and court costs) suffered or incurred by the Mortgagee arising from or in connection with (i) the failure of Mortgagor to perform its obligations under this Mortgage, the Loan Agreement or any of the other Related Documents or (ii) the failure of Mortgagor or any contractor to pay contractors, subcontractors, or materialmen for any services provided, or materials supplied, to or in connection with the Premises or (iii) material misrepresentations or omissions in the Loan Agreement, this Mortgage or any of the other Related Documents which are the result of information supplied or omitted by the Mortgagor or by agents, employees, contractors, or persons acting under the control or at the request of the Mortgagor, or (30) the failure of the Mortgagor to cure any misrepresentations or omissions in this Mortgage, the Loan Agreement or any of the other Related Documents, or (v) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Premises by the Mortgagor, or (vi) any violation of any applicable statute, rule or regulation for the protection of the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any so-called "Superfund" or "Superlien" laws, which occurs upon the Premises or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided, however, that this indemnity shall not apply to any act or omission arising from

the Mortgagee's own negligence; provided further, however that to the extent that the Mortgagee is strictly liable in respect to the Premises under any such environmental statute, the Mortgagor's obligation to the Mortgagee under this indemnity shall likewise be without regard to fault on the part of the Mortgagor with respect to the violation of law which results in liability to the Mortgagee. The Mortgagor further agrees that the indemnity in the foregoing subsection (vi) and the representations and warranties contained therein or related thereto shall continue and remain in full force and effect beyond the termination or release of this Mortgage.

- 1.22. Books and Records; Financial Reporting. shall keep and maintain separate, complete, accurate and detailed books and records relating to the Collateral. Mortgagor shall allow the Mortgagee and the U.S. Department of Housing and Orban Development and their respective authorized representatives (i) to have access at any time during normal business hours to the books and records kept by or on behalf of Mortgagor in connection with the Collateral, and (ii) to make copies of any documents or instruments relating to the Premises. Until payment in full of the Liabilities, the Mortgagor shall deliver to the Mortgagee, within one hundred twenty (120) days after the end of each fiscal year of the Mortgagor, a balance sheet certified by the Mortgagor as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expanses; and net annual cash flow resulting from Mortgagor's operations.
- 1.23. Assignability and Transfer. Meither the Mortgagor nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in the Mortgagor which transfer or assignment results in a change of control over the Mortgagor or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance. regulation or ruling, nor (nor cause or permit the Land) Trustee to) assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the CADC Trust, the CADF Trust or in the Collateral, without the prior written consent of the Mortgagee being first obtained. If requested by the Mortgagee, the Mortgagor's shareholders shall enter into a restricted stock agreement with the Mortgagee agreeing to the foregoing. Unless agreed to herein or hereafter in writing, no assignment, lease, transfer or conveyance, whether or not consented to by the Mortgagee, shall relieve the Mortgagor of its obligations under this Mortgage, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Premises, the Mortgagor, or this Mortgage, whether or not consented to by the Mortgagee, shall hold such interest subject to and be obligated in accordance with the terms and

provisions of this Mortgage and the Loan Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this <u>Section 1.23</u>, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

II. DEFAULT; REMEDIES

- 2.1. <u>Defaults</u>. Each of the following shall constitute a default ("Default") hereunder:
- (a) failure of the Mortgagor to pay any installment of interest on or principal of the Note within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or
- (b) failure of the Mortgagor to pay any installment of incerest on or principal of either of the CD Float Loan Notes or the CADF/IDAG Note within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or
- (c) failure of the Mortgagor to comply with or perform any of the covenants conditions or provisions of this Mortgage which do not involve the payment of money, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the Mortgagee (provided, however, that the cure pariod set forth herein shall not apply to any failure by Morcgagor to make payments required hereunder or under the Note including, without limitation, Mortgagor's failure (i) to pay taxes in the manner required by Section 1.3 hereof, or (i) to timely pay the premiums on any and all insurance policies required to be maintained under Section 1.6 hereof);
- (d) failure of the Mortgagor to comply with or perform any of the covenants, conditions, or provisions of this Mortgage, the Loan Agreement, the Note, the other Related Documents, or any documents evidencing or securing any construction loan for any phase of the Project within the applicable cure period, if any; or
- (e) failure to comply with the commencement and/or completion dates for the construction of Phase 1Al of the Project as set forth in the Loan Agreement, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the Mortgagee; or
- (f) if any representation or warranty made by the Mortgagor in this Mortgage, the Loan Agreement, the other Related Documents or any agreement or document contemplated herein or in any statement or certificate furnished to the Mortgagee in connection with this Mortgage or the Loan

Agreement proves to be untrue or inaccurate in any material respect; or

- (g) if default, not contested in good faith, shall occur by the Mortgagor under any construction contract relating to the construction of the Project; or
- (h) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against the Mortgagor or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or
- (i) if the Mortgagor admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver; or
- (j) if a trustee, custodian or receiver is appointed for the Mcrtgagor or for the major part of its property and is not discharged within seventy-five (75) days after such appointment, or
- (k) if proceedings for dissolution or liquidation of the Mortgagor are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or
- (1) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Mortgagor, and if instituted (i) are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution or (ii) are allowed or are consented to; or
- (m) if the Mortgagor sells or permits another to sell, refinance, exchange, transfer or otherwise dispuse of the Premises or any part thereof or attempt to effect zey of the foregoing without the prior written consent of the Mortgagee; or
- (n) any default under any financing of the Mortgagor with any construction or other lender with respect to the Project and any such default continues for more than the applicable period of grace, if any, therein set forth.
- 2.2. Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note, and all other Liabilities, together with interest thereon at the Default Rate (as hereinafter defined) shall, notwithstanding any provisions of the Note or the Related Documents, at once, at the option of the Mortgagee, become immediately due and

payable without demand or notice of any kind to the Mortgagor or any other person.

- Foreclosure: Expense of Litigation. occurrence of any Default, Mortgagee shall have the right immediately to foreclose this Mortgage. In any civil action to foreclose the lien hereof, there shall be allowed and included as Liabilities in the order or judgment for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the order or judgment; of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such civil actions or to evidence to bidders at any sale which may be held pursuant to such order or judgment the true condition of che title to or the value of the Collateral. All expenditures and expenses of the nature in this Section 2.3 mentioned, and such expenses and fees as may be incurred in the protection of the Collateral and maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the other Liabilities, including probate bankruptcy and appellate proceedings, or in preparation for the commencement or defense of any proceeding of threatened civil actions or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rite, and shall be secured by this Mortgage.
- 2.4. Application of Proceeds of Forecogure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 2.3 hereof; second, all other news which may under the terms hereof constitute Liabilities other than the Liabilities evidenced by the Note, with interest thereon at the Default Rate; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- 2.5. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then

occupied as a homestead or not and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Lizbilities, or any judgment or order foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

2.6. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the Liabilities secured hereby are declared to be immediately due, 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 Mortgages, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agent or attorneys as for condition In such event Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Morcgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises 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 Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power to: (a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien thereof; (c) extend or modify any Leases and to make new Leases, which extensions,

modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of Liabilities and beyond the date of 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 operations or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from a foreclosure of this Mortgage, discharge of the Liabilities, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (e) insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) receive all of such Rents and proceeds, 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 prior notice to Mortgagor.

- 2.7. Application of Income Received by Mortgagee.
 Mortgagee, in the exercise of the rights and powers conferred herein, shall have full power to use and apply the Rents and proceeds of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:
- (a) to the payment of the operating expenses of the Premises, including the cost to makage and lease the Premises (which shall include appropriate compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) to the payment of all repairs, replacements, alterations, additions, betterments, and improvements of the Premises and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily marketable and rentable;
- (d) to the payment of any of the Liabilities or any deficiency which may result from any foreclosure sale.
- 2.8. <u>Performance of Third Party Agreements</u>. The Mortgagee may, in its sole discretion at any time after the occurrence of a Default (or prior thereto if so provided elsewhere in this Mortgage), notify any person obligated to the Mortgagor under or with respect to any Third Party

Agreements of the existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder and exercise, on behalf of the Mortgagor, any and all rights of the Mortgagor under the Third Party Agreements as the Mortgagee, in its sole discretion, deems necessary or appropriate; and the Mortgagor agrees to cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

2.5. Rights Cumulative. No right, power or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right, power or remedy, and each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

III. GENERAL

- 3.1. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper documentation upon payment and discharge of the Liabilities and upon payment of a reasonable fee to Mortgagee for the execution of such release.
- 3.2. Giving of Notice. All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Mortgage, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the Mortgagee:

Commissioner, Department of Economic Development 24 E. Congress Parkway Suite 700 Chicago, Illinois 60605

With copies to:

Corporation Counsel City Hall, Room 511 121 N. LaSalle Street Chicago, Illinois 60602

and

Jenner & Block One IBM Plaza Chicago, Illinois 60611 Attn: Charles J. McCarthy Joel S. Corwin

If to the Mortgagor: 200 CC

Chinese American Development Corporation Chinese American Development Foundation 209 West 23rd Street Chicago, Illinois 60616 Attn: Ping Tom or John Tan

With copies to:

Steven N. Klein Schwartz & Freeman 401 N. Michigan Avenue Suite 1900 Chicago, Illinois 60611

Link Programs, Inc. 205 W. Wacker Drive Suite 1800/ Chicago, Illinois 60606 Attn: John Heimbaugh

Any notice shall be deemed delivered three (3) business days after the mailing thereof. Either party may at any time change the addresses for notices to such party by mailing a notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

- 3.3. Waiver of Notice. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- 3.4. Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. 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 Collateral marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Collateral sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the Collateral subsequent to the date of this Mortgage. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Law.

- 3.5. Compliance with Illinois Mortgage Foreclosure Law. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seg., Illinois Revised Statutes) (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon any Default by the Mortgager which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee co the extent reimbursable under Sections 15-1510 or 1:-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Section 2.6 of this Mortgage, shall be added to the indebtedness occurred by this Mortgage or by the judgment of foreclosure.
- 3.6. Security Agreement: Fixture Filing. In the event of a Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding as to both real property and personal property in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the personal property Collateral securing the Liabilities separately from the real property, ten (10) days notice of the sale of the personal property Collateral small be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the vritten consent of the Mortgagee, the Mortgagor will not remove or

permit to be removed from the Premises any of the Goods or other personal property or fixtures securing the Liabilities except that so long as no Default has occurred and is continuing, Mortgagor shall be permitted to sell or otherwise dispose of such property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other property at least equal in value to the initial value to that disposed of and in such a manner so that said other property shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall always be perfected and first in priority, it being expressly understood and agreed that all replacements, substitucions and additions to the property securing the Liabilities shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee in reasonable detail an inventory of the Goods and other personal property securing the Liabilities. The Mortgagor covenants and represents that the Goods and all other personal property securing the Liabilities now are, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances or security interest of others.

- 3.7. Filing and Recording Tees. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all Federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.
- 3.8. No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not nersby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Third Party Agreements or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities. losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation,

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upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

- 3.°. Successors. This Mortgage, and all provisions hereof, shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include a'l such persons and all persons liable for the payment of the indeptedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Nortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or nolders, from time to time, of the Note secured hereby.
- 3.10. Severability. In the event one or more of the provisions contained in this Mortgage or the Note secured hereby or any other Related Documerca shall for any reason be held to be invalid, illegal or unenforcable in any respect, such invalidity, illegality or unenforcability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or enforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.
- 3.11. No Offset. No offset or claim that Mortgager now has or may have in the future against Mortgagee shall relieve Mortgagor from paying any amounts due under the Note secured hereby or from performing any other obligations contained herein or secured hereby.
- 3.12. No Reliance by Others on the Premises. Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any

interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises as zoned. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section shall be void.

- 3.13. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an addition or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that offect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.
- 3.14. Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor, or with any of them. Without limitation of the foreyoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.
- 3.15. Loan Agreement and other Felated Documents: Mortgage Loan.
- (a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of the Loan Agreement, this Mortgage, the Note and all of the other Related Documents.
- (b) The Mortgagor covenants and agrees that, in accordance with the provisions of the Loan Agreement, all of the funds advanced and to be advanced thereunder have been and will be used exclusively for the purposes set forth therein, and that this loan is a loan secured by a mortgage on real estate within the purview of Chapter 17, Paragraph 6404, Section 4(1)(1) of the Illinois Revised Statutes. If there shall be any inconsistency between provisions of this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall prevail.
- 3.16. No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by the Mortgagor or any agent of any of them, with a property manager shall contain a "no lien" provision whereby the property manager forever and unconditionally waives and

releases any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, Ill. Rev. Stat., 1988, ch. 82, ¶ 1). Such property management agreement or a short form thereof including such waiver shall, at the Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located. In addition, the Mortgagor shall cause the property manager to enter into a subordination agreement with the Mortgagee, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. The Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

- 3.17. Illinois Responsible Property Transfer Act. The Mortgagor represents and warrants that the disclosure requirements of the Illinois Responsible Property Transfer Act, Ill. Rev. Stac ch. 30, § 901 et. seq. do not apply to the transaction contemplated by the Loan Agreement and this Mortgage.
- 3.18. <u>Subordination</u>. The Premises are subject to a prior mortgage, a prior security agreement and other related security documents (collectively, the "CD Float Loan Documents") executed and delivered by the Mortgagor to the Mortgagee in connection with the CD Float Loan (as defined in the Loan Agreement); and that portion of the Premises consisting of the parcels of real escate comprising Parcels 2 and 3 of the Real Estate (the "CADF Parcels"), as described on Exhibit A, is subject to a prior mortgage, a prior security agreement and other related security documents (the "CADF/IDAG Loan Documents") executed and delivered by the Mortgagor to the Mortgagee in connection with the CADF/IDAG Loan (as defined in the Loan Agreement). The lien and security interest created by this Mortgage are supordinate and subject to: (a) with respect to the Premises, the liens and security interests of the Mortgagee created by the CD Float Loan Documents; and (b) with respect to the CADE Parcels, the liens and security interests of the Mortgage crated by the CADF/IDAG Documents. The Mortgagor acknowledges and agrees that any default under the CD Float Loan Documents or the CADF/IDAG Loan Documents is a Default hereunder. The Mortgagor hereby assigns to the Mortgagee and its successors in title all surplus funds arising from any foreclosure proceeding instituted under the CD Float Loan Documents or the CADF/IDAG Loan Documents. The Mortgagee is hereby authorized by the Mortgagor to pay any sums and to take any other action which the Mortgagee deems necessary to cure any default or alleged default under the CD Float Loan Documents or the CADF/IDAG Loan Documents; any sums so advanced or expended shall be deemed to be a part of the

Liabilities and shall be immediately due and payable by the Mortgagor to the Mortgagee.

3.19. <u>Miscellaneous</u>.

- (a) Mortgagor on written request of the Mortgagee will furnish a signed statement of the amount of the Liabilities and whether or not any Default then exists hereunder and specifying the nature of such Default or Defaults.
- (b) Mortgagee shall have the right at its option to foreclose this Mortgage subject to the rights of any tenant or tenants under the Leases and the failure to make any such tenant or tenants a party defendant to any such civil action or to foreclose their rights will not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Liabilities, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Collateral, any statute or rule of law at any time existing to the contrary notwithstanding.
- (c) At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to proceed of entitlement to insurance proceeds or any award in condemnation) to any and all of the Leases upon the execution by Nortgagee and recording or registering thereof, at any time careafter, in the office wherein this Mortgage was recorded or registered, of a unilateral declaration to that effect.
- (d) In the event the Mortgagor, or any of them, acquires the fee simple estate in the property covered by the Ground Lease, this Mortgage shall, without further action of the parties hereto, be spread to cover such fee simple estate from the date such fee simple estate is acquired by the Mortgagor, or any of them, until the date the Liabilities are paid in full and this Mortgage is released of record.
- (e) For purposes of this Mortgage, the term "Default Rate", shall mean the rate which is two percent (2%) per annum above the interest rate published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent interest rate, which Default Rate shall fluctuate concurrently with such corporate base rate or equivalent interest rate.

3.20. Land Trustee: Exculpation and Authority.

(a) This Mortgage is executed by the Land Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained

shall be construed as creating any liability on the Land Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of the Land Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of CADC, CADF or of any guarantor or other obligor (not including the Land Trustee) hereunder or under the Loan Agreement, the Note or the other Related Documents.

The Land Trustee hereby warrants that it possesses full power and authority to execute and deliver this Mortgage.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Chicago, Illinois, on the day first above written.

Mortgagor:

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreements dated July 1, 1987, and known as Trust No. 67060 and Trust No. 66666

ATTEST

By:

Name

Secretary

By:

Name: Title:

Ox COOK (B): Chinese American Development Corporation, an Illinois corporation

Name: David

Chinese American Development Foundation, an Illinois not for profit corporation

By:

Title: Presulting

DSH10241.MTG

Land Trustee Acknowledgement

COUNTY OF COOK)
I, C. M. SOVIENSKI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TO THE THE Personally known to me to be the President of American National Bank and Trust Company of Chicago a national banking association, as Trustee as aforesaid and ter in Johanse personally known to me to be the Assistant Secretary of said association, 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 and severally acknowledged that as such President and Assistant Secretary of said association, they signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said association as Trustee as aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.
GIVEN under my hand and noterial seal this day of, 1991.
GIVEN under my hand and noterial seal this day of, 1991.

Notary Bung State

Notary Bung Vibra 1: "Illings

My Commission Explice 6/2/192

STATE OF ILLINOIS

CADC Acknowledgement

STATE OF ILLINOIS)) SS.
I, the State aforesaid, DO HEREBY CERTIFY THAT DAVID KWOK personally known to me to be the OCE PRESIDENT of Chinese American Development Corporation, a corporation organized and existing under the laws of the State of Illinois, and personally known to me to be the name person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth. GIVEN under my band and notarial seal this 27th day of 1991.
Notary Public
My Commission expires: OFFICIAL STAL* WATER BOOK AND THE STALE STALE Representation of the state of the st
Co

CADF Acknowledgement

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Janen Juhanneo, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN TAN , personally known to me to be the PRESIDENT of Chinese American Development Foundation, a not for profit corporation organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of said not for profit corporation, for the uses and purposes therein set forth.

February, 1991.

Notary Public

My Commission expires:

Motory Public, State of the sign My Compliance Hay res May 1, 1993

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Property Identification Numbers Are Attached On Page A-5

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (CADC NORTH PARCEL):

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF THE LOTS IN BLOCK 21 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE LOTS IN THE RESULDIVISION OF BLOCK 20 OF CANAL TRUSTEES' NEW SUBDIVISION, AFORESAID, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 20. BEING THE INTERSECT ON OF THE WEST LINE OF SOUTH WENTWORTH AVENUE WITH THE SOUTH LINE OF WEST 18TH STREET, AND RUNNING THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 20, SAID EAST LINE BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 365.67 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 20; THENCE SOUTH 89 DEGREES, 54 MINUTES, D2 SECONDS WEST ALONG THE SOUTH LINE, AND SAID SOUTH LINE EXTENDED OF SAID BLOCK 20, AND ALONG THE SOUTH LINE AND SAID SOUTH LINE EXTENSION OF BLOCK 21, A DISTANCE OF 595.43 FEET TO AN INTERSECTION WITH A SOUTHWAP! EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 18.66 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS ELST A DISTANCE OF 25.79 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 21 AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOOK 21 CONVEYED TO THE CHICAGO. MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AN JULY 3, 1900 AS DOCUMENT NUMBER 2981686; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE. CONVEX TO THE EAST AND HAVING A RADIUS OF 765.55 FFIT; A DISTANCE OF 47.40 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 21 DEGREES. 00 MINUTES, 26 SECONDS EAST AND A LENGTH OF 47.39 FEET) TO A STONE MONUMENT MARKING THE EASTERLY LINE OF SAID PARCEL OF LAND: THENCE NORTH 19 DEGREES, 14 MINUTES, 01 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 161.33 FEET TO A POINT 25.00 FEET, MEASURED PERPENDICULARLY, EASTERLY FROM THE WESTERLY LINE OF SAID BLOCK 21; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 703.78 FEET, A DISTANCE OF 75.88 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 75.84 FEET) TO A POINT OF REVERSE CURVE;

(PARCEL 1 Continued):

THENCE NORTHWARDLY, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND. SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 78.68 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 78.64 FEET); THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 9.12 FEET TO AN INTERSECTION WITH THE NORTH MINE OF SAID BLOCK 21, A DISTANCE OF 36.37 FEET EAST FROM THE NORTH WEST CORNER OF SAID BLOCK 21; THENCE NORTH 89 DEGREES, 51 MINUTES, 58 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE AIL 431.7.

Or Cook County Clerk's Office EXTENDED EAST OF SAID BLOCK 21 AND ALONG THE NORTH LINE OF SAID BLOCK 20, A DISTANCE OF 431.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2 (CADF PARCEL 1):

THAT PART OF BLOCKS 40 AND 41 AND THE VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 1NIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON A LINE WHICH IS PARALLEL WITH AND 11.70 FEET NORTH FROM THE NORTH LINE OF BLOCK 40, AFORESAID, AT A POINT WHICH IS 270.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 40. AND RUNNING THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 111.99 FEET TO AN INTERSECTION WITH A LINE WHICH IS 470.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED; THENCE SOUTH 58 DEGREES, OS MINUTES, 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE. A DISTANCE OF 294.1 FEET; THENCE SOUTH 31 DEGREES, 54 MINUTES, 15 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE. A DISTANCE OF 195.00 FEET; THENCE NORTH !8 DEGREES, OS MINUTES, 45 SECONDS EAST ALONG A LINE WHICH IS 275.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE AFORESAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE. A DISTANCE OF 291.09 FEET; THENCE NORTHWARDLY ALONG ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST, TANGENT TO LAST DESCRIBED LINE AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 25.39 FEET TO A POINT WHICH IS 270.66 FEET. MEASURED PERPENDICULARLY, WEST FROM THE EAST LIME OF BLOCK 40, √AFORESAID; THENCE NORTH OO DEGREES, OS MINUTES, ¾ SECONDS WEST ALONG A LINE WHICH IS TANGENT TO LAST DESCRIBED ARC OF A SIRCLE, A DISTANCE OF 146.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Office

PARCEL 3 (CADE PARCEL 2):

A PART OF EACH OF LOTS 1, 2, 3, 4, AND 5 IN THE ASSESSOR'S DIVISION OF LOTS 1, 2, 3, 10 AND 11 IN BLOCK 40 OF CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MELILIAN, ALSO A PART OF VACATED WEST 20TH PLACE LYING SOUTH OF AND ADJOUVING LOT 5 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1, BEING THE INTERSECTION OF THE SOUTH LINE OF WEST CULLERTON STREET, WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, AND RUNNING THENCE SOUTH OO DEGREES. OO MINUTES, SE SECONDS EAST ALONG THE EAST LINE OF THE AFOREMENTIONED LOTS, BEING THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 169.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF AFORESAID LOT 1. A DISTANCE OF 47.00 FEET, THENCE NORTH OO DEGREES, OO MINUTES. 58 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES. 54 MINUTES, 16 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF LOT 1, A DISTANCE OF 43.50 FEET: THENCE NORTH OO DEGREES, OO MINUTES, 58 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WENTWORTH AVENUE, A DISTANCE UF 345.00 FEET TO THE NORTH LINE OF SAID LOT 1, AND THENCE NORTH 89 DEGREES \$54 MINUTES, 16 SECONDS EAST ALONG THE NORTH LINE OF LOT 1, BEING ALSO THE SOUTH LINE OF WEST NE CONTROL CULLERTON STREET, A DISTANCE OF 90.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

· UNOFFICIAL COPY Property Location: South of 18th St., West of Wentboth Ove. , north west of leader ove., north of Cornell Rel and East of Shore At. in Chican, Al. 11/5: 1724 415 001 17 21508 005 DOS 007 8001

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