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### MORTGAGE AND SECURITY AGRESHMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of this 310 day of MAY, 1993 from QUINCY HOMES LIMITED PARTMERSHIP, an Illinois limited partnership, having its principal office c/o City Lands Corp., 5100 West Harrison Street, Chicago, Illinois 60644 ("Mortgagor") to the CITY OF CHICAGO, an Illinois municipal corporation, having its principal office at City Mall, Chicago, Illinois 60602 ("Mortgagea").

All capitalized terms, unless herein defined, shall have the same meanings as are set forth in that certain "Redevelopment Agreement, New Homes for Chicago Program, Quincy Homes Limited Partnership" ("Redevelopment Agreement"), between Mortgagor and Mortgagee dated as of November 26, 1991, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on January 30, 1992, as document #92060024.

### RECITALS

WHEREAS, Mortgagor has executed and delivered to the Mortgagee that certain promissory note ("Note") of even date herewith in the principal amount of Twenty Thousand and no/100 Dollars (\$20,000.00) payable to Mortgagee in accordance with the terms of the Redevelopment Agreement; and

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WHEREAS, Mortgagee is desirous of sacuring the payment of the Note (together with accrued interest) in accordance with the terms of the Note and the Redevelopment Agreement, and any additional indebtedness accruing to Mortgages in account of any future payments, advances or expenditures made by Mortgages pursuant to the Note, the Redevelopment Agreement or the Mortgage; and

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all the terms, covenants and conditions in the Note, the Redevelopment Agreement and in the Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"),

COOK COUNTY, ILLINOIS FILED FOR RECORD

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- (A) That certain parcel of land commonly referred to as 4830 West Quincy, Chicago, Illinois, and more particularly described in Exhibit "A" attached hereto ("Land");
- (B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Unit, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");
- (C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, propession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in the Mortgage, the followers or instrument and the Note, and in any other agreement, document or instrument to which reference is expressly made in the Mortgage or which secures the Note.

#### ARTICLE I

### INCORPORATION OF RECITALS

The recitals set forth above constitute an integral of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

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### ARTICLE II

### COVENANTS. REPRESENTATIONS AND WARRANTIES

Mortgagor covenants and agrees with Mortgages that:

### 2.01 Taxes and Assessments.

- (a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgages receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable disigence, may 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.
- (b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Borrower may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

#### 2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor pursuant to the terms of the Senior Mortgage (as herein defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

### 2.03 Maintenance of the Property.

- (a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgages.
- (c) Mortgagee or its representatives has the right to inspect the Mortgaged Property in accordance with the terms of the Redevelopment Agreement.

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- Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Froperty or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.
- If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of co-insurar, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty to the extent of any insurance proceeds made available to Mortgagor for that purpose.

### 2.04 Subordination.

The Mortgage small be subject and subordinate in all respects to that certain mortgage dated as of 2/1/92 between Mortgagor and milling some think of "Senior" Lender"), recorded with the Office of the Recorder of Peeds of Cook County, Illinois on 2/6/92 as document per Lot encumbered Dient Agreement # 67 147 89 to secure indeptedness in the original principal amount not to exceed the sum of \_\_\_\_\_\_ per Lot encumbered thereby pursuant to the terms of the Redevelopment Agreement ("Senior Mortgage").

#### ARTICLE III

### **DEFAULT**

### 3.01 Events of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

- (a) Failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage, the Note, or the Redevelopment Agreement after the expiration of all cure periods (as provided herein or in the Note or the Redevelopment Agreement); or
- (b) A default continuing beyond all applicable cure periods under the Senior Financing and permitting foreclosure thereunder.

### 3.02 Acceleration of Maturity.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing ("Monetary Event of Default") shall have occurred under the Senior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for ten (10) days following notice

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thereof from Mortgages to Mortgagor, the entire indebtedness secured hereby, at Mortgages's sole option, shall become immediately due and payable without further notice or demand.

- (b) If an Event of Default (other than a Monetary Event of Default), shall have occurred under the Sanior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for sixty (60) days following the receipt of notice thereof from Mortgagee to Mortgager, the entire indebtadness secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand, provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default.
- Agreement and as evidenced by Mortgagee's written consent, any sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle the Mortgagee to declare the entire indebtedness recared hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kipi and value, whether or not such machinery or equipment is decared a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under the Mortgage, provided Mortgagor executes such documents as may be necessary to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures.

### 3.03 Remedies.

(a) Subject to the rights of the Senior Lender, when the indebtedness hereby secured, or any part thereof, shull become due, whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof for such indebtedness or part thereof. The Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgages under the Mortgage, the Note or the Redevelopment Agreement, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this section 3.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the

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lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclasure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (13) all other items which under the terms hereof constitute secored indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; and (iv) any remaining amounts in to Mortgagor, its successors or assigns, as their rights may appear.

- Mortgagor shall not and will not apply for or avail itself of any appraisement, 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 the 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 Aprtgaged Property marshalled upon any foreclosure of the lien hersof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its mehalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.
- (c) Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event [61] Default and the expiration of the applicable cure period and other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgages, all as Mortgages from time to time may reasonably determine to be to its best

randi la para para partana del antida en folio de la caracteria esta la localida. ရောက်စေတြကေရ အရေး အရေးအရေး မောင်း အရေးများသည်။ အရေးများ မောက်သည် မောက်သည်။ မောက်သည် မောက်များမှ မောက်မောက် မော yy arang varif maga yarani basin basi basa basa ili katik basa sa basar pancin ili basi basa min makat maganen, irolli eta 19. arg. Nelementaji 1963 in tabbe a la anti interferenci per pri le di respondable all the thind he called grown to the treather by the appropriate of the contribution of ya mtanyay ing nada yindof daren ar kindo yazilan arma na kind Nar Adgres with the appropriate and those main they wish to be a the college property American amerikan periodekan mengangan periodekan berangan periodekan periodekan periodekan periodekan periode und file amerikan, esti – olehor ofe sitt ya tukolika eta ilikato តិមានប្រជុំនៃក្រសួល មន្ត្រី មី និង នេះ បុន្តិនេះ ស្រួនលើ នមានសាសមាននៃ ខេត្តិថា នគេ បន្តទៅ មានរួម សុរីសនៈស្រួន  $\mathbf{x}(t)$  , statistically the graphs considered for particle t and t , t , t , t , t , t , t , t , tThe delicated with the lateral lateral lateral and the lateral field the 9.4) New amore a considerace for geolegical coesion testa, Na vei nomge salem spoul mosac tiet (elistrachme) Ad Elizatantia e azadente petarti de mande de madiona e is Cons. (1911) state that appear in an appear of all products of distributions. echeration adquees our co-strateger, tex nte penetako are kanceran. gundangan kalahatan dalah kacast

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advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pry) (ea) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgages (1) st to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts (including, without limitation the entire outstanding principal balance under the Note) small be paid to Mortgagor.

### 3.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing after an applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all of the rights and powers to the fullest extent parmitted by law.

### 3.05 Purchase by Mortgage.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

### 3.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

### 3.07 Waiver.

No delay or omission of Mortgages or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and

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remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

### ARTICLE IV

### MISCELLANEOUS PROVISIONS

### 4.01 Successors and Assigns.

The Mortgage shall invite to the benefit of and be binding upon Mortgagor and Mortgagoe and their respective legal representatives, successors and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

### 4.02 Terminology.

All personal pronouns used in the Mcrigage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to articles, sections or paragraphs shall references corresponding articles, sections or paragraphs of the Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

#### 4.03 Severability.

If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

### 4.04 Security Agreement.

The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois

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with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgages shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgages by the Mortgage or any other agreement.

### 4.05 Modification.

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

### 4.06 No Margar.

It being the desire and intention of the parties that the Mortgage and the line hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the ree simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

### 4.07 Applicable Law.

The Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.

### 4.08 Release.

Mortgagee agrees to release the Mortgage concurrently with the sale of the Mortgaged Property to an eligible nonebuyer in accordance with the provisions of the Redevelopment Romement; provided, however, that Mortgagee is provided with written notice from Mortgagee at least ten (10) business days prior to the closing.

### 4.09 NonRecourse.

Notwithstanding anything to the contrary contained in the Mortgage or the Note, neither Mortgagor, nor any general or limited partner of Mortgagor, nor any other party, shall have any personal liability for payment of any sums due under the Note or the Mortgage. The sole recourse of Mortgagee hereunder or thereunder shall be the exercise of its rights against the Mortgaged Property and any other security held by Mortgagee.

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

Mortgagor:

QUINCY HOMES LIMITED PARTNERSHIP, an Illinois limited partnership

BY: CITY LANDS CORP.,

a Delaware corporation

a general partner

DOOR TOOK COOK By:

Sugan M. McCann

Senior Vice-President and

Assistant Secretary

By:

Linda Brace,

Development Officer

Prepared by and after recording, please return to:

Mark Lenz Assistant Corporation Counsel city of Chicago 121 North LaSalle Street Room 610 Chicago, Illinois 60602 (312) 744-1041

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STATE OF ILLINOIS

COUNTY OF COOK

for said County, in the State aforesaid, do hereby certify that Susan McCann, personally known to me to be the Senior Vice-President and Assistant Secretary of City Lands Corporation, and personally known to me as the same person whose name is subscrited to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such senior Vice-President and Assistant Secretary, she signed and delivered the said instrument as her free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of

Notary Public

My commission expires

OFFICIAL SEAL

CAROLYN WYSS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/09/88

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WARD ST. BURGAS

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| STATE OF ILLINOIS   |                           |
|---|---------------------------|
| COUNTY OF COOK  |                           |
| r. Carolin MMSS for said County, In the State aforesaid                           | , a Notary Public in and  |
| for said County, in the State aforesaid<br>Linda Brace, personally known to me to | , do hereby certify that  |
| for City Lands Corporation, and persona   | lly known to me as the    |
| same person whose name is subscribed to appeared before me this day in person a   | the foregoing instrument, |
| by me acknowledged that as such Develop   | ment Officer she signed   |
| and delivered the said instrument as he and the free and voluntary act of said    | r free and voluntary act, |
| and purposes therein set forth.   |                           |
| Civen under my hand and notarial s  | eal this day of           |
| <u>                                     </u>                                      |                           |
| Caroli Write  |                           |
| Notary Public   |                           |
|   |                           |
| My commission expires 11-194  |                           |
|   |                           |

OFFICIAL SEAL **CAROLYN WYSS** 

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### EXHIBIT A

THE EAST 16.5 FEET OF LOT 7 AND ALL OF LOT 8 IN FRANK T. TURNER'S SUBDIVISION OF LOT 6 (EXCEPT THE EAST 132 FEET AND THE SOUTH 33 FEET THEREOF) IN THE SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4830 West Quincy Street
Chicago, Illinois 60644

Penjanent Index Number: 16-16-208-032-0000

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