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MORTGAGE (ILLINOIS)  
For Use With Note Form No. 144

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THIS INDENTURE, made 15 of April 28 1994 between  
\*an Illinois not-for-profit  
Pilsen Resurrection Development Corporation\*  
1818 South Paulina, Chicago, Illinois  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Illinois Facilities Fund, an  
Illinois not-for-profit corporation, 300 W. Adams  
Street, Chicago, Illinois  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Four Hundred Fifty Thousand and No/100 DOLLAR

(S. 450,000.00), payable to the order of and delivered to the Mortgagee, on and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the \_\_\_\_\_ day of \_\_\_\_\_ 2001 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at Chicago, Illinois

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provision and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to

(as the same may from time to time be amended, modified, supplemented or extended, the "Note")

See Exhibit A attached hereto and hereby made a part hereof.

COOK COUNTY CLERK  
ILLINOIS

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which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): See Exhibit A.

Address(es) of Real Estate: 1814 S. Paulina, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Exhibit A and the Rider attached hereto.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

\_\_\_\_\_  
(Seal) Pilsen Resurrection Development Corporation, an Illinois not-for-profit corporation (Seal)  
By: Raul J. Raymond (Seal)  
Name: Raul J. Raymond  
Title: Executive Director

State of Illinois, County of \_\_\_\_\_, ss.:  
I, \_\_\_\_\_, Notary Public in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

IMPRESS SEAL HERE  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
Commission expires \_\_\_\_\_

This instrument was prepared by John M. Rafkin, Sidley & Austin, One First National Plaza, Chicago,  
(NAME AND ADDRESS)

Mail this instrument to John M. Rafkin, Sidley & Austin, One First National Plaza  
Chicago IL 60603  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

## BOX 333-CT1

1 of 5  
74-91-357, DZ, PSE

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE:

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. ~~... and premises in good condition and repair, without cost and free from mortgages, other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises and upon request submit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises in compliance with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.~~

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

5. ~~At each time or the Mortgagors are not in default under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said Note in addition to the required payments thereon as he may desire.~~

6. ~~Mortgagors shall own all buildings and improvements now or hereafter situated on said premises insured against fire, lightning and winds, and under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage to the Mortgagee. Such rights to be evidenced by the standard mortgage clause to be attached to each policy, and to deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance to be approved by the Mortgagee. All such policies shall be delivered to the Mortgagee not less than ten days prior to the respective dates of expiration.~~

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer 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.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default, ~~... of the Note, ...~~ as defined in the Note.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for 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 decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the said mortgage may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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 the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. Upon a Default in the performance of Mortgagors hereunder or under the Note, the Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

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

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

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RIDER ATTACHED TO AND PART OF  
THAT CERTAIN MORTGAGE FROM  
PILSEN RESURRECTION DEVELOPMENT CORPORATION  
TO  
ILLINOIS FACILITIES FUND

19. The Mortgagors represent and warrant that, upon delivery of this Mortgage to the Mortgagee, they shall own good and merchantable fee title to the premises, subject to no monetary liens other than (i) this Mortgage, (ii) taxes not yet due and payable, (iii) those exceptions to title set forth on Schedule B of the title policy issued to Mortgagee insuring the lien of this Mortgage and (iv) that certain subordinated Mortgage to Local Initiatives Support Corporation ("LISC"), dated of even date herewith (the "Subordinate Mortgage"), which Subordinate Mortgage has been subordinated in accordance with the terms of that certain Subordination Agreement dated of even date herewith by and between Mortgagee and LISC (subsections 19 (i), (ii), (iii) and (iv) as hereinafter collectively referred to as the "Permitted Exceptions"). The Mortgagors represent and warrant that no mechanics', laborers', materialmen's, statutory or other lien or encumbrance, other than the Permitted Exceptions, have been created upon or against the premises, and the Mortgagors covenant that they will not permit or suffer any liens or encumbrances of any kind, other than as set forth herein, to be filed against the premises for so long as any amounts are outstanding under the Note. Notwithstanding the foregoing, the Mortgagors may, with the Mortgagee's written consent, allow mechanics' or other such liens (including real estate tax liens existing due to the contest of the assessment) to exist upon the premises for so long as the Mortgagors (a) are, in good faith and by appropriate proceeding, contesting the validity, applicability or amount of such lien, (b) deliver to the Mortgagee security adequate (in the Mortgagee's sole discretion) to protect the Mortgagee's first lien position on the premises, and (c) promptly pay any amount adjudged by a court of competent jurisdiction to be due, no later than the date such adjudication becomes final.

The Mortgagors hereby represent, warrant and covenant that (a) they shall use the proceeds of the Loan in the manner set forth herein, in the Note and as previously represented to the Mortgagee, (b) they are permitted by all applicable laws, statutes, rules, codes, regulations, ordinances and rulings (including, without limitation, those in connection with zoning and building and the Americans With Disabilities Act (the "ADA")) to use the premises and the proceeds of the Loan in the manner contemplated by this Mortgage and the Note (and as previously represented to the Mortgagee), and (c) they shall comply with all such applicable statutes, regulations, ordinances and rulings (including, without limitation, those in connection with zoning and building and the ADA).

20. The Mortgagors shall perform, observe and comply with all of the provisions hereof and of the Note and shall promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagors under

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the Note when due in accordance with the terms of the Note, without notice, demand, counterclaim, setoff, deduction, defense, abatement, suspension, deferment, diminution or reduction.

21. The Mortgagors represent and warrant the following as of the date hereof and covenant that the following shall be true and correct at all times hereafter during the term hereof: (a) the Mortgagors are seized of an indefeasible estate in fee simple to the premises and all improvements thereon, and have good right, full power and lawful authority to mortgage and pledge the same as provided herein, and the Mortgagors may at all times peaceably and quietly enter upon, hold, occupy and enjoy the premises in accordance with the terms hereof; the Mortgagors own the premises free and clear of all liens, security interests, charges, easements, covenants, restrictions and other matters, exceptions and encumbrances whatsoever except for the Permitted Exceptions; (b) the Mortgagors are now able to meet their debts as such debts mature, and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagors; (c) all reports, statements and other data, if any, furnished to the Mortgagee in connection with the Obligations (as hereinafter defined) are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not materially misleading; (d) the Mortgage and the Note are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagors are a party or by which the Mortgagors may be bound, and do not contravene any law, order, decree, rule or regulation to which the Mortgagors are subject; (e) there are no actions, suits or proceedings pending, or, to the best of the Mortgagors' knowledge, threatened, against or affecting the Mortgagors or the premises; (f) electric, sewer, water, telephone facilities and any other necessary utilities are, and the Mortgagors shall cause said facilities at all times hereafter to be, available in sufficient capacity to service the premises satisfactorily, and any easements necessary to the furnishing of such utility service to the premises have been obtained and duly recorded or registered; (g) the Mortgagors have delivered to the Mortgagee audited financial statements of the Mortgagors together with any and all other information necessary to fairly reflect the financial condition of the Mortgagors for the period covered by such information (the "Financial Statements") and (h) the Mortgagors are not in default under any other mortgage encumbering the premises.

22. The Mortgagors also covenant and agree as follows:

(a) The Mortgagors shall maintain and preserve the lien of this Mortgage until the principal and interest on the Note have been paid in full and all other obligations of the

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Mortgagors set forth in the Note and herein have been satisfied (collectively, the "Obligations");

(b) the Mortgagors shall use the proceeds of the loan evidenced by the Note (the "Loan") for the purpose of construction upon the premises and for no other purpose;

(c) the Mortgagors shall maintain, operate and use the premises and carry on any construction permitted hereby, in compliance with all applicable laws, statutes, rules, codes, regulations, ordinances and rulings, including, without limitation, the ADA;

(d) the Mortgagors shall furnish annually to the Mortgagee, within 120 days after the end of the Mortgagors' fiscal year (i) a certificate executed by an officer of the Mortgagors confirming that the Mortgagors are not in default of any obligations permitted by the terms hereof, (ii) audited annual reports, Financial Statements and other information necessary to fairly reflect the financial condition of the Mortgagors, and (iii) any other information reasonably requested by the Mortgagee;

(e) the Mortgagors shall promptly give written notice to the Mortgagee of (i) any action or event of which they have knowledge that may materially or adversely affect their ability to make payments under, or perform the obligations set forth in, the Note or this Mortgage and (ii) any notice of default received or given in connection with any other mortgage encumbering the premises; and

(f) unless the Mortgagors notify the Mortgagee in writing, the Mortgagee may use the premises and/or the Mortgagors' name, for publicity purposes.

23. Notwithstanding, and in addition to, the provisions of paragraph 6 hereof,

(a) The Mortgagors covenant and agree to maintain in force, or cause to be maintained in force, during the term hereof:

(i) Fire and extended coverage insurance (including, without limitation, windstorm, explosion and such other risks usually insured against by owners of like properties) on the premises in an amount sufficient to construct a facility substantially similar and of substantially equal utility and value as that portion of the premises to be used as a child care facility and in no event less than the amount required to prevent the Mortgagors from

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becoming co-insurers as to such portion of the premises within the terms of the applicable policies;

(ii) Comprehensive public liability insurance on an "occurrence basis" against claims for personal injury, including, without limitation, bodily injury, death, or property damage occurring on, in or about the premises in an amount of not less than \$1,000,000.00 with respect to personal injury or death to one or more persons and \$500,000.00 with respect to damage to property, and with "umbrella" liability coverage of not less than \$1,000,000.00, or such greater amounts as may from time to time be required by the Mortgagee;

(iii) If the premises is located in a Zone A or Zone B flood hazard zone, flood plain insurance in an amount satisfactory to the Mortgagee, but in no event less than one hundred percent (100%) of the full insurable value of the premises and the personal property contained therein; and

(iv) For so long as any construction is being performed on the premises, (A) "All Risk, Builders' Risk Completed Value Non-Reporting Form" insurance in an amount equal to 100% of the completed insurable value of the premises, with extended coverage; and (B) insurance: (1) for the general contractor (and/or, if appropriate, subcontractors) workmen's compensation, employees' liability and comprehensive liability insurance (including contractual liability) with limits of \$1,000,000 with respect to personal injury or death for one or more persons; and (2) for the architect, evidencing professional liability insurance in form and amounts satisfactory to Lender.

(b) All such insurance shall be written by companies and on forms with endorsements satisfactory to the Mortgagee, all with suitable loss payable and standard noncontribution mortgagee clauses in favor of the Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and originals or certified copies of the policies evidencing the same shall be kept constantly deposited with the Mortgagee. All said policies shall provide for, among other things, written notice to the Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with the Mortgagee. In case of loss in excess of \$250,000, the Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Obligations hereby secured, whether due or not then due, or, at the Mortgagee's option, may allow the

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Mortgagors to use such money, or any part thereof, in repairing the damage or restoring the premises. In the event of a loss in an amount less than \$250,000, Mortgagee shall allow Mortgagor to apply the proceeds of such insurance to the restoration of the premises; provided, however, (i) there shall exist no uncured Default hereunder and (ii) such restoration shall be conducted in accordance with the terms hereof, including, without limitation, the provisions hereof with respect to the protection of the priority of the lien of this Mortgage and the compliance by Mortgagor with all applicable laws, rules and regulations.

(c) The Mortgagors shall notify the Mortgagee, in writing, of any loss to the premises and the Mortgagors hereby direct each insurance company to make payment for such loss directly and solely to the Mortgagee (to the extent of the amount outstanding under the Note); and the Mortgagors agree that any payment which is delivered, for any reason, to the Mortgagors shall be held in trust for the Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to the Mortgagee.

24. If there shall be taken through condemnation all or any part of the premises, and the taking of which would, in the judgment of the Mortgagee, render all or any part of the premises not reasonably accessible or not in compliance with applicable codes, ordinances, laws or regulations by reason of insufficient lot area or parking spaces or otherwise, all Obligations shall, upon notice, become due and payable forthwith at the option of the Mortgagee, whether or not there shall have occurred an event of default.

25. In the event the Mortgagee does not exercise its right to accelerate the Loan pursuant to the terms and provisions of paragraph 24 hereof, the Mortgagee shall be entitled to all awards (which term when used in this Mortgage shall include all compensation, awards, damages, claims, rights of action, proceeds and other payments of relief) of, or on account of, any damage or taking through condemnation of the premises, or any part thereof (to the extent of the amount outstanding under the Note), and is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagors' name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All awards and the right thereto are included in the premises, and the Mortgagee, after deducting therefrom all its expenses, including attorneys' fees, at its option may apply such net proceeds in such manner as the Mortgagee shall determine, to the reduction of the Obligations without regard to whether the same are or are not then due and in the event any net proceeds remain thereafter, such net proceeds shall be paid to the Mortgagors. The Mortgagors agree to execute

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such further assignments of any awards as the Mortgagee may require.

26. The Mortgagors shall not, without the Mortgagee's prior written consent (which consent may be withheld in the Mortgagee's sole and absolute discretion), whether directly, indirectly, by operation of law or otherwise, transfer, sell, convey, alien, pledge, hypothecate, encumber or mortgage all or any portion of the premises (or any beneficial interest in the land trust, if title to the premises is held by a land trust) or any legal or equitable interest in the premises or in the Mortgagors (or the beneficiary of the land trust, if title to the premises is held by a land trust), regardless of form (nor shall the Mortgagors direct or cause the trustee of the land trust (if title to the premises is held by a land trust) to do any of the foregoing). No sale of the premises (or the beneficial interest in the land trust, if title to the premises is held by a land trust), no forbearance to any person with respect to this Mortgage, and no extension to any person of the time for payment of the Note, the Obligations and other sums hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the liability of the Mortgagors, either in whole or in part.

27. The Mortgagors shall not suffer or permit the premises, or any portion thereof, to be used by any individual, entity or the public in such manner as might tend to impair the Mortgagors' title to the premises, or any portion thereof, or in such manner as might make possible a claim or claims of easement by prescription or adverse possession by the public, or of implied dedication of the premises or any portion thereof. The Mortgagors shall not use or permit the use of the premises, or any portion thereof, for any unlawful purpose.

28. Upon any foreclosure sale, the Mortgagee may bid for and purchase all or any portion of the premises and, upon compliance with the terms of the sale and applicable law, may hold, retain and possess and dispose of such property in its own absolute right without further accountability. Upon any foreclosure sale, the Mortgagee may apply any or all of the Obligations toward the purchase price, subject to and in accordance with Paragraph 11 hereof.

29. The Mortgagors agree, to the full extent permitted by law, that in case of a Default, neither the Mortgagors nor anyone claiming through or under them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, or extension laws or any so-called "Moratorium Laws," now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the premises or the final and absolute putting into possession

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thereof, immediately after such sale, of the purchaser thereof, and the Mortgagors, for themselves and all who may at any time claim through or under them, hereby waive, to the full extent that they may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the premises marshalled upon any foreclosure of the lien hereof and agree that the Mortgagee, or any court having jurisdiction to foreclose such lien, may sell the premises in part or as an entirety. To the full extent permitted by law, the Mortgagors hereby waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, and on behalf of each and every person, acquiring any interest in or title to the premises subsequent to the date hereof. The Mortgagors hereby agree, to the extent permitted by law, that no recovery of any judgment by the Mortgagee, and no attachment or levy of execution upon any of the premises or any other property of the Mortgagors, shall in any way affect the lien of this Mortgage upon the premises, or any part thereof, or any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before, until the obligations are paid in full.

30. No delay or omission of the Mortgagee to exercise any right, power or remedy accruing upon and during the continuance of any event of default shall exhaust or impair any such right, power or remedy, or be construed to waive any such event of default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

31. No waiver of any event of default hereunder shall extend to or affect any subsequent or any other event of default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgagee (without limitation): (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note or this Mortgage; (d) releases any part of the premises from the lien of this Mortgage; (e) consents to the filing of any map, plat or replat of the land; (f) consents to the granting of any easement on the land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall otherwise release, discharge, modify, change or affect the original liability under the Note or this Mortgage. No such act or omission shall preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any event of default then existing or of any subsequent event of default, nor, except as otherwise expressly provided in an instrument or instruments executed by

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the Mortgagee, shall the lien of this Mortgage be altered thereby, except to the extent of any releases as described in subparagraph (d), above, of this paragraph.

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

33. If a Default shall have occurred that remains uncured, principal and interest under the Note and all other outstanding and unpaid Obligations shall bear interest at the Default Rate (as defined in the Note).

34. In the event that any of the covenants, agreements, terms or provisions contained in the Note or this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note shall be in no way affected, prejudiced or disturbed thereby.

35. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by the Mortgagors and the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening, junior or subordinate lien or encumbrance.

36. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of Illinois.

37. The Mortgagors shall defend, indemnify, save and hold harmless the Mortgagee from and against, and promptly pay to, or reimburse the Mortgagee for, all loss, cost, expense and liability the Mortgagee may suffer or incur (regardless of whether direct, liquidated or unliquidated), including, but not limited to, all reasonable attorneys' fees and court costs, incurred by or asserted against the Mortgagee resulting from, arising out of, relating to or caused by any action or inaction of the Mortgagors, or any condition existing on, under or in the premises, occurring or existing on or prior to the date this Mortgage is released or terminated in accordance with the terms hereof, including, without limitation, the following:

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- (i) the breach or inaccuracy of any representation, warranty, agreement or covenant of the Mortgagors set forth in the Note or this Mortgage;
- (ii) the release or threatened release (as such terms is used in CERCLA, 42 U.S.C. 9607 (a)(4)) of any waste, pollutant, hazardous or toxic substance or waste, special waste, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") at or from the premises into the indoor or outdoor environment;
- (iii) the off-site migration, at any time of any Contaminant located in or on the premises; or
- (iv) the presence of asbestos or asbestos-containing material in or on the premises.

38. At any time and from time to time, upon the Mortgagee's request, the Mortgagors shall make, execute and deliver, or cause to be made, executed and delivered, to the Mortgagee, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and re-filed at such time and such offices and places as shall be deemed desirable by the Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as the Mortgagee may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligations of the Mortgagors under the Note and this Mortgage, and the lien of this Mortgage as a first lien and security interest upon all of the premises, whether now owned or hereafter acquired by the Mortgagors, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by the Mortgagors to do so, after having been requested so to do in writing by the Mortgagee, the Mortgagee may make, execute, record, register, file, re-record, re-register or re-file any and all such mortgages, instruments, certificates and documents for and in the name of the Mortgagors, and the Mortgagors hereby irrevocably appoint the Mortgagee the agent and attorney-in-fact of the Mortgagors to do so. The lien and security interest thereof shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the premises any part thereof.

39. It is specifically agreed that time is of the essence of the Note and this Mortgage.

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40. All notices, requests and demands to be made hereunder shall be in writing and given in accordance with the terms of the Note.

41. In the event of a conflict with other provisions of this Mortgage, the provisions set forth in this Rider shall control.

42. To the extent construction is performed on the premises, this Mortgage shall be a construction mortgage, as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code, as adopted by the State of Illinois.

43. In the event the premises is subdivided in accordance with applicable law, Mortgagor shall reasonably cooperate therewith (at Mortgagor's expense) and shall, at Mortgagor's request and expense, release from the lien of this Mortgage that portion of the premises that is not used in connection with the provision of child care services; provided, however, that the portion of the premises remaining encumbered hereby, shall: (a) consist of at least one (1) fully subdivided lot; (b) be of adequate value, in Mortgagee's commercially reasonable opinion; and (c) comply in all material respects with applicable laws, rules and regulations including, without limitation, those regarding the provision of child care services.

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## EXHIBIT A

### DESCRIPTION OF PROPERTY

LOTS 42, 43, 44 AND LOT 45 (EXCEPT THE EAST 6.7 FEET THEREOF), ALSO, LOT 46 (EXCEPT THE WEST 23.3 FEET THEREOF), ALL OF LOTS 47, 48, 49 AND 50 IN BLOCK 47 IN H.H. WALKER'S SUBDIVISION OF BLOCKS 33, 34, 44 AND PART OF BLOCK 48 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PERMANENT INDEX NUMBER: 17-19-410-039 and  
17-19-502-047

COMMON ADDRESS: 181<sup>1</sup>/<sub>2</sub> S. PAULINA  
CHICAGO, ILLINOIS

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raul Raymond personally known to me to be the Executive Director of Pilsen Resurrection Development Corporation, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that, as such Raul, he/she signed and delivered such instrument as his/her free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>th</sup> day of April, 1994.

" OFFICIAL SEAL "  
MARIALUISA KEANE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/23/96

Maria Luisa Keane  
Notary Public

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