

Prepared by and to be returned to:  
City of Aurora Community Development Division  
44 E. Downer Place  
Aurora, IL 60507

Property Address: 2 North Stolp, Aurora Illinois 60506

PIN: 15-22-329-003 ("Premises")

### **MORTGAGE (ILLINOIS)**

THIS INDENTURE ("Mortgage"), made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 above by NORTH ISLAND APARTMENTS, AN ILLINOIS LIMITED PARTNERSHIP BY: NORTH ISLAND APARTMENTS LLC ITS GP, ("BORROWER"), whose address is 1509 W. Berwyn Ave. Suite 200, Chicago, IL 60640, and is payable to the order of the City of Aurora, Community Development Division ("LENDER"), whose mailing address is 44 E. Downer Place, Aurora, Illinois 60505 herein referred to as "MORTGAGEE,"

#### **WITNESSETH:**

THAT WHEREAS the MORTGAGOR is justly indebted to the MORTGAGEE upon the secured grant of the same date herewith, attached hereto as **Exhibit A** in the principal sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) (the "Secured Grant"). In return for a grant received under the Development Agreement between the City of Aurora and NORTH ISLAND APARTMENTS LLC ITS GP approved by City Council resolution \_\_\_\_\_, with an effective date of \_\_\_\_\_, 2025 ("Development Agreement"). CDBG Funds are provided to DEVELOPER as a secured grant. DEVELOPER shall not make annual payments but with DEVELOPER'S obligation to repay such portion of the Secured Grant as specified in the Secured Grant.

NOW, THEREFORE, the MORTGAGOR, to secure the payment of the such portion of said Secured Grant as specified therein in accordance with its terms, provisions and limitations and those contained in this mortgage, and the performance of the covenants and agreements herein contained, by the MORTGAGOR to be performed, and also in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the MORTGAGEE, and the MORTGAGEE'S successors and assigns, a security interest in the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the CITY OF AURORA, COUNTY OF KANE, AND STATE OF ILLINOIS, to wit:

LEGAL

DESCRIPTION:

**LEGAL DESCRIPTION**

**LOTS 22, 23, 24, 25 AND 26 AND THE SOUTHWESTERLY 3.0 FEET OF LOTS 27 AND "A" (MSD ALONG THE SOUTHEASTERLY LINE OF SAID LOT 27) IN BLOCK 1, ISLAND AVENUE ADDITION TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.**

**PROPERTY COMMONLY KNOWN AS: 2 N. STOLP AVENUE, AURORA, IL 60506**

**PERMANENT INDEX NUMBER(S): 15-22-329-003-0000**

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

Permanent Real Estate Index Number(s): 15-22-329-003

Address of Real Estate: 2 North Stolp, Aurora Illinois 60506

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 MORTGAGOR 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, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate of the premises, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by MORTGAGOR or its 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 MORTGAGOR does hereby expressly release and waive.

The name of the record owner is: NORTH ISLAND APARTMENTS LIMITED PARTNERSHIP BY: NORTH ISLAND APARTMENTS LLC ITS GP

This mortgage consists of (13) pages. The covenants, conditions and provisions appearing on pages (1) through (13) are incorporated herein by reference and are a part hereof and shall be binding on the MORTGAGOR, its heirs, successors and assigns.

IN WITNESS WHEREOF, the MORTGAGOR, has caused its corporate seal to be hereto affixed and these presents to be signed by its Manager on the day and year first written, pursuant to authority given by resolutions duly passed by the Members of said

limited liability company.

BORROWER  
NORTH ISLAND APARTMENTS LIMITED PARTNERSHIP BY: NORTH ISLAND  
APARTMENTS LLC ITS GP,  
an Illinois LLC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 202\_

DRAFT

State of Illinois        )  
                                  ) SS  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be  
the \_\_\_\_\_, 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 severally acknowledged that as such  
Manager, he or she signed and delivered the said instrument as his or her free and  
voluntary act, and as the free and voluntary act and deed of said limited liability  
company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

\_\_\_\_\_  
Notary Public

Mail this instrument to Community Development Manager, Project Number: CDBG-2025-01, City of Aurora, Community Development Division, 44 E. Downer Place, Aurora, IL 60505

## THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. MORTGAGOR shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair in accordance with the City of Aurora Building and Life Safety Codes without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof except those mortgages which constitute a lien on the date hereto, and upon request exhibit 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; (5) comply with all requirements of Federal, State, and City of Aurora, law, ordinance, or regulation with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by Federal, State, and City of Aurora law, ordinance, or regulation, or as approved by the MORTGAGEE; (7) comply with all terms of the Development Agreement between the City of Aurora and NORTH ISLAND APARTMENTS LIMITED PARTNERSHIP BY: NORTH ISLAND APARTMENTS LLC ITS GP, CDBG-2025-01 with an effective date of \_\_\_\_\_, 2025 (the "Development Agreement"). Notwithstanding anything contained herein, this Mortgage is subject to all of the terms and conditions contained in the Development Agreement.

2. MORTGAGOR 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 MORTGAGOR shall pay in full under protest, in the manner provided by statute, any tax or assessment, which MORTGAGOR may desire to contest.

3. In the event of the enactment after this date of any law of the State 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 MORTGAGOR, 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 MORTGAGOR, 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 MORTGAGOR 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 MORTGAGOR, 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 Secured Grant hereby secured, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to hold harmless and agrees 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 Secured Grant secured hereby.

5. At such time as the MORTGAGOR is not in default either under the terms of the Secured Grant secured hereby or under the terms of this mortgage, the MORTGAGOR shall have such privilege of making prepayments on the principal of said Secured Grant (in addition to the required payments) as may be provided in said Secured Grant.

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

7. The MORTGAGOR'S breach of any covenant, condition, provision or agreement in this Mortgage shall be considered a default although no legal or formal demand has been made therefore. In case of default therein, MORTGAGEE may, but need not, make any payment or perform any act hereinbefore 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 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 hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. 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 MORTGAGOR.

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 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.

9. The MORTGAGOR shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. The MORTGAGEE shall have a period of thirty (30) days after such notice is given within which to cure any alleged default prior to exercise of MORTGAGOR of its remedies under this mortgage.

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 title as MORTGAGEE 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 Secured Grant, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Secured Grant; fourth, any overplus to MORTGAGOR, its 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 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 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 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: (1) The indebtedness secured hereby, or by an 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 Secured Grant 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.

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 provision 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.

18. This mortgage and all provision hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" 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 Secured Grant 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 Secured Grant secured hereby.

19. In the event the MORTGAGOR incurs any lien superior to that which is secured by this mortgage, the MORTGAGOR shall provide written notice, in advance, to the MORTGAGEE.

20. If, prior to five years from the completion date listed in the HUD Integrated Disbursement and Information System (IDIS) System for the project outlined in the Developer Agreement CDBG-2025-01, the subject property is sold, transferred, or is no longer used for the purposes stated in Development Agreement PROJECT NUMBER: CDBG-2025-01, the principal shall immediately come due pursuant to the terms listed above within thirty (30) days of such change of use. The MORTGAGOR shall notify



MORTGAGEE of any such change in use immediately. However, this option shall not be exercised by MORTGAGEE if exercise of such change is prohibited by Federal law as of the date of this mortgage.

21. The MORTGAGOR shall not:

- a. Except for the purpose of obtaining and securing financing for the construction, rehabilitation and development of the premises, sell, transfer, convey, encumber, or assign the title or its interest to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, and shall not contract to do any of the foregoing (any such sale, transfer, conveyance, encumbrance, assignment or agreement to do any of the foregoing being herein referred to as an "Ownership Transfer") without MORTGAGEE'S prior written consent.
- b. Fail to maintain the said Premises and its grounds and equipment pertinent thereto according to the standard of all local and state codes and ordinances or fail to purchase fire and extended coverage insurance and flood insurance, if required, thereon and provide and file a certificate of said coverage with the MORTGAGEE, the proceeds of which, in the event said Premises shall be destroyed or damaged by fire or other casualty, shall be used for reconstruction of said structure upon said real estate.

MORTGAGOR'S breach of the foregoing covenants, conditions and provisions contained in this Paragraph 21 shall each constitute a "Material Default" and entitle MORTGAGEE, following expiration of the applicable cure period identified below, to the remedies specified in Paragraph 22. MORTGAGOR shall give MORTGAGEE written notice of a Material Default. MORTGAGEE shall have a period of thirty (30) days after such notice is given within which to cure the Material Default prior to exercise of MORTGAGOR of its remedies under this mortgage.

22. In addition to any other remedy herein specified, if any Material Default under this Mortgage shall occur, which is not cured within the applicable cure period, MORTGAGEE may, at its option:

- a. Declare such amount of indebtedness due pursuant to the Secured Grant which is secured hereby to be immediately due and payable, without notice or demand (each of which is hereby expressly waived by MORTGAGOR) whereupon the same shall become immediately due and payable.
- b. Institute proceedings for the complete foreclosure of this Mortgage.
- c. Take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition, provisions or agreement in the Secured Grant, this Mortgage, the

Agreement between the MORTGAGEE AND MORTGAGOR, or in any of the other loan documents, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as MORTGAGEE shall elect, recover judgment on the Secured Grant or any guarantee either before, during or after or in lieu of any proceedings for the enforcement of this Mortgage.

- d. Exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code.
- e. Charge default interest at the annual rate of Ten Percent (10%) per annum or the maximum interest rate permitted by law, whichever is greater.
- f. Enforce this mortgage in any other manner permitted under the laws of the State of Illinois.

23. The MORTGAGOR shall give the MORTGAGEE immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the premises and shall deliver to MORTGAGEE copies of any and all papers served in connection with any such proceeding. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the premises or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the MORTGAGEE and shall be applied to the sums secured by this mortgage as if the Secured Grant had been prepaid on the date the condemnation award is approved, whether or not then due, with any excess paid to MORTGAGEE. If the premises are abandoned by MORTGAGOR or if, after notice by the MORTGAGEE to MORTGAGOR that the condemnor offers to make an award or settle a claim for damages, MORTGAGOR fail to respond to the MORTGAGEE within thirty (30) days after the date the notice is given, the MORTGAGEE is authorized to accept such award or settlement and to collect and apply the proceeds, at its option, either to restoration or repair of the premises or to the sums secured by this mortgage, whether or not then due.

24. All of the covenants of this mortgage shall encumber the premises and be binding on any successor in interest to the obligations of the MORTGAGOR under this mortgage until this mortgage is released or foreclosed. If the ownership of the premises or any portion of it becomes vested in a person or persons other than MORTGAGOR, MORTGAGEE may, without notice to MORTGAGOR, deal with such successor or successors in interest of MORTGAGOR with reference to this mortgage and the secured indebtedness in the same manner as with MORTGAGOR without in any way releasing or discharging MORTGAGOR from its obligations under this mortgage, unless the premises has been assigned or otherwise transferred with MORTGAGEE'S written consent pursuant to this mortgage. MORTGAGOR shall give immediate written notice to MORTGAGEE of any conveyance, transfer or change of ownership of the premises, but

nothing in this Paragraph 24 shall vary or negate the provisions of default provisions of Paragraph 21.

25. The MORTGAGOR shall indemnify and hold MORTGAGEE harmless, to the full extent allowed by law, from and against any and all damages, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with (A) any claims for brokerage commissions or finder's fees arising out of MORTGAGOR'S conduct or alleged conduct or (B) any suit or proceeding, threatened, filed or pending, in or to which MORTGAGEE is or may become or may have to become a party by reason of or arising out of or on account of or in connection with this mortgage indebtedness, the premises or of the loan documents; however, MORTGAGOR shall not be required to either indemnify or hold MORTGAGEE harmless for any damages, losses, costs or expenses of MORTGAGEE resulting solely from the gross negligence or willful misconduct of MORTGAGEE. Upon demand by MORTGAGEE, MORTGAGOR shall also defend MORTGAGEE in a matter set forth above with counsel selected by MORTGAGEE.

26. Neither the MORTGAGOR nor any other person with MORTGAGOR'S knowledge, based upon reasonable investigation, has ever caused or permitted any Hazardous Substances (as hereinafter defined) in any quantity that violates any Law (as defined in this Paragraph 26 below) to be placed, held, located or disposed of on, under or at the premises or any part thereof, neither the premises or any part thereof has ever been used as a dump site or storage site, and neither the premises nor any part thereof contains any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants (including, without limitation, petroleum and petroleum products, asbestos-containing materials, biohazard materials, mold, mildew, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives), as those terms are used in the Resource Conservation and Recovery Act (42 USC § 6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC § 9601, et seq.), the Hazardous Materials Transportation Act (49 USC § 1802, et seq.), the Toxic Substances Control Act (15 USC § 2601, et seq.), the Clean Air Act (42 USC § 7401 et seq.), the Refuse Act (33 USC § 407, et seq.), the National Environmental Policy Act (42 USC § 4231, et seq.), the Indoor Radon Abatement Act (P.L. 100-551, the Safe Drinking Water Act (42 USC § 1251, et seq.), or in any regulations promulgating pursuant thereto, or in any other applicable Law (collectively "Hazardous Substances") and no Hazardous Substances shall be generated, released, stored, buried or deposited over, beneath, in or on the premises. As used herein the "Law" means any law, constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body (as defined in this Paragraph 26 below), including, without limitation, those relating to zoning, subdivision, building, safety, fire protection or environmental matters. As used herein the term "Official Body" means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic. MORTGAGOR hereby indemnifies, protects and holds MORTGAGEE harmless of and from and agrees to defend MORTGAGEE against any and all loss, cost

or damage (including reasonable attorneys' fees and expenses) which MORTGAGEE may incur by reason of any breach or inaccuracy in any of the representations, warranties, covenants, agreements and indemnities set forth in this section.

27. If a court of competent jurisdiction holds any provision of this mortgage to be illegal, unenforceable or invalid, then it is the intent of MORTGAGOR and MORTGAGEE that such provision shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable. It is the intent of MORTGAGOR and MORTGAGEE that the MORTGAGEE have a valid and enforceable lien created by this mortgage securing each and all of the sums described in this Mortgage and that this mortgage be construed as creating such a valid lien in favor of MORTGAGEE notwithstanding the unenforceability of one or more of its provisions; the unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions of it unenforceable or invalid.

28. No action for the enforcement of the lien or any provisions of this Mortgage shall be subject to any defense that would not be good and available to the party interposing it in an action at law upon the Secured Grant.

29. The MORTGAGOR shall sign, execute, acknowledge and deliver to MORTGAGEE upon request such security agreements, assignments for security purposes and other documents in form and substance required by MORTGAGEE as MORTGAGEE may, in its reasonable judgment, request from time to time, to perfect, preserve, continue, extend or maintain the assignments contained in this mortgage, the lien and security interests under this mortgage, and their priority.

30. If (a) MORTGAGEE is made a party to, or intervenes in any action or proceeding affecting the premises, title to it or the interest of MORTGAGEE under this mortgage, or (b) MORTGAGEE employs an attorney to collect any or all of the secured indebtedness or to foreclose this mortgage by judicial proceedings, or (c) MORTGAGEE conducts MORTGAGEE'S sale proceedings under this mortgage, MORTGAGEE shall be reimbursed by MORTGAGOR, immediately and without demand, for all costs, charges and reasonable attorneys' fees incurred by MORTGAGEE, and such costs, charges and fees shall be secured by this mortgage as a further charge and lien upon the development.

31. As further security for the Secured Grant and this Mortgage, MORTGAGOR grants MORTGAGEE a security interest in and to all and any property of MORTGAGOR of any kind or description, tangible or intangible, now or hereafter delivered, transferred, in transit to, or kept in the possession, control or custody of MORTGAGEE, or any agent or bailee of MORTGAGEE, whether expressly as collateral security or for any other property of MORTGAGOR now or hereafter in the possession, control or custody or assigned to MORTGAGEE and used or useful in connection with the premises. All of the aforesaid property is referred to collectively in this mortgage as the "Further Collateral." Upon the occurrence or existence of any Material Default under this Mortgage, MORTGAGEE shall have the right to exercise any rights and remedies available to it, subject to the rights of prior lienholders, if any, shall have the right to sell any or all of the

Further Collateral at public or private sale upon such terms and conditions as MORTGAGEE deems proper, and to apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection and sale of the Further Collateral, to the payment of sums due under the Secured Grant, this mortgage, or both of them.

32. Nothing contained in this mortgage, Secured Grant or any other document or instrument related to the premises shall be deemed to create a joint venture or partnership relationship between the MORTGAGEE and MORTGAGOR; the relationship is solely that of creditor and debtor, lender and borrower, and mortgagor and MORTGAGEE, as the case may be.

33. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by facsimile or electronic mail, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to MORTGAGOR:

If to Borrower:

Realty & Mortgage Co.  
1509 W. Berwyn Ave. Suite 200  
Chicago, IL 60640  
Phone: (773)989-8000  
Email: hrider@realtymortgageco.com

Attention: Hugh Rider, Co-President

If to MORTGAGEE:

City of Aurora, Community Development Division  
44 E. Downer Place  
Aurora, Illinois 60507  
Attn: Community Development Manager

**Exhibit A to Mortgage (Insert copy of grant agreement)**

DRAFT

**Exhibit B to Mortgage**

**Legal Description and Property Address**

**Legal Description**

**LEGAL DESCRIPTION**

**LOTS 22, 23, 24, 25 AND 26 AND THE SOUTHWESTERLY 3.0 FEET OF LOTS 27 AND "A" (MSD ALONG THE SOUTHEASTERLY LINE OF SAID LOT 27) IN BLOCK 1, ISLAND AVENUE ADDITION TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.**

**PROPERTY COMMONLY KNOWN AS: 2 N. STOLP AVENUE, AURORA, IL 60506**

**PERMANENT INDEX NUMBER(S): 15-22-329-003-0000**

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