



Knight Barry Title, Inc.  
400 Wisconsin Ave  
Racine, WI 53403  
262-633-2479  
Fax: 262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)

Completed on: 12/27/19 3:37 pm

Last Revised on: 12/27/19 3:37 pm

Printed on: 12/27/19 3:37 pm

### Applicant Information

Migdalia Dominguez  
WI Dept of Transportation  
141 NW Barstow St  
Waukesha, WI 53188

Sales Representative: Craig Haskins

### Property Information

(Note: values below are from the tax roll)

Effective Date: 11/27/2019 at 8:00 am

Owner(s) of record: The Villa at Lincoln Park Realty, LLC

Property address: 1700 C A Becker Drive, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: See "Exhibit A" attached

Tax Key No: 7700 (as to Parcel I) and 22902-001 (as to Parcel II)

### Mortgages / Leases / Land Contracts / UCC

Mortgage from The Villa at Lincoln Park Realty, LLC, a Wisconsin limited liability company to The PrivateBank and Trust Company in the amount of \$600,000.00 dated April 27, 2015 and recorded May 1, 2015 as Document No. 2406323.

Assignment of Rents from The Villa at Lincoln Park Realty, LLC, a Wisconsin limited liability company to The PrivateBank and Trust Company recorded May 1, 2015 as Document No. 2406324. Along with First Modification of Mortgage recorded February 13, 2019, as Document No. 2513833.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded May 1, 2015, as Document No. 2406325.

### Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Wisconsin Electric Power Company and other matters contained in the instrument recorded February 24, 1975 in Volume 1254, Page 478 as Document No. 952182. Along with Conveyance of Rights in Land and other matters contained in instrument recorded June 28, 2019, as Document No. 2523925.

### Judgments / Liens

None

### General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$71,264.14, and all prior years are paid.



**Knight Barry**  
TITLE GROUP  
Integrity. Experience. Innovation.

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Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

#### Other Matters

None

#### Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



## EXHIBIT A

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Parcel I: Lots 16, 17, 18 and the West 2 feet of Lot 19, Block 2, Pleasant View Addition, according to the recorded plat thereof. TOGETHER WITH the East ½ of vacated Fairchild Street lying West and adjacent to said Lot 16 as vacated by Resolution No. 7400, recorded in the office of the Register of Deeds of Racine County, Wisconsin, on July 28, 1994 in Volume 2390, Page 259, as Document No. 1474806 Said land being in the City of Racine, County of Racine and State of Wisconsin.

Parcel II: That part of the Northwest ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, bounded and described as follows: Commencing at the North ¼ corner of said Section 24; running thence North 87° 37' 11" West 535.68 feet on the North line of the Northwest ¼ of said Section to the point of beginning of this description; continue thence North 87° 37' 11" West 310.00 feet on said North line to the Easterly line of future right of way of State Trunk Highway "31"; thence South 13° 26' 32" West 684.95 feet parallel and 70 feet Easterly measured at right angles to center line of said Highway "31" to a point of curvature of a curve of Southwesterly convexity whose radius is 20.00 feet and whose chord bears South 32° 12' 51" East 28.16 feet; thence Southeasterly 31.87 feet on a arc of said curve to its point of compound curvature of a curve of Southwesterly convexity whose radius is 2508.33 feet and whose chord bears South 80° 51' 13" East 261.08 feet; thence Southeasterly 261.19 feet on the arc of said curve to its point of compound curvature of a curve of Southeasterly convexity whose radius is 30.00 feet and whose chord bears North 54° 48' 10" East 39.65 feet; thence Northeasterly 43.31 feet on an arc of said curve to its point of tangency; North 13° 26' 32" East 514.33 feet parallel and 373 feet Easterly measured at right angles to centerline of said Highway "31" to a point of curvature of a curve of Northwesterly convexity whose radius is 96.00 feet and whose chord bears North 45° 20' 47" East 101.47 feet; thence Northeasterly 106.91 feet on the arc of said curve; thence North 12° 44' 57" West 127.76 feet to the point of beginning of this description. EXCEPT those parts taken in Award of Damages recorded November 8, 1974 in Volume 1244, Page 376, as Document No. 948231 and in Volume 1244, Page 373, as Document No. 948230.

For informational purposes only

Property Address: 1700 C A Becker Drive, Racine, WI 53406

Tax Key No.: 7700 (as to Parcel I) and 22902-001 (as to Parcel II)



45

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 Report/Print engine  
 List & Label @ Version 19:  
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## City of Racine Web Portal - Property Summary

Property: 22902001

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼	Real Estate	22902001	276 - CITY OF RACINE	1700 BECKER C A DR	VILLA AT LINCOLN PARK REALTY LLC 3755 W CHASE AVE SKOKIE IL 60076
Tax Year Legend:            = owes prior year taxes            = not assessed            = not taxed           Delinquent      Current					

### Summary

#### Property Summary

Parcel #:	22902001
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

#### Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	1700 BECKER C A DR RACINE 53406

#### Owners

Name	Status	Ownership Type	Interest
VILLA AT LINCOLN PARK REALTY LLC	CURRENT OWNER		0.00

#### Parent Parcels

No Parent Parcels were found

#### Child Parcels

No Child Parcels were found

#### Abbreviated Legal Description

(See recorded documents for a complete legal description)

NW 1/4 SECTION 24-3-22 PT DESC VOL 1065 RECS PG 509 5 AC M O L

#### Public Land Survey - Property Descriptions

No Property Descriptions were found

#### District

Code ▲	Description	Category
0600	GATEWAY TECHNICAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620

UNIFIED SCHOOL

REGULAR SCHOOL

## Building Information

### Buildings

## Assessments

### Assessment Summary

Estimated Fair Market Value: 2637700

Assessment Ratio: 0.9694

Legal Acres: 0.000

### 2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	500000	2057000	2557000
ALL CLASSES	0.000	500000	2057000	2557000

### 2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	500000	1935000	2435000
ALL CLASSES	0.000	500000	1935000	2435000

## Taxes

### Tax Summary

Bill #: 25158	Net Mill Rate: 0.027541125
---------------	----------------------------

### Lottery Credits

Claims	Date	Amount
0		0.00

### Installments

Due Date ▲	Amount
1/31/2020	18176.83
3/31/2020	17588.81
5/31/2020	17588.81
7/31/2020	17588.81

### Payments

No payments were found
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Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

### Details

Description	Amount	Paid	Due
Gross Tax	74773.41	--	--
School Credit	4350.75	--	--
Total	70422.66	--	--

Description	Amount	Paid	Due
GATEWAY TECHINICAL COLLEGE	2104.78		
LOCAL	38949.41		
RACINE COUNTY	8683.37		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	20685.10		
First Dollar Credit	67.40	-	-
Lottery Credit	0.00	-	-
Net Tax	70355.26	0.00	70355.26
Special Assessments	0.00	0.00	0.00
<input checked="" type="checkbox"/> Special Charges	588.00	0.00	588.00
Delinquent Utility	0.00	0.00	0.00
Private Forest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
<b>TOTAL</b>	<b>70943.26</b>	<b>0.00</b>	<b>70943.26</b>

## Tax History

Interest/Penalty Date 12/17/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2019	70943.26	0.00	0.00	0.00	N/A	70943.26	No Payment Collected
2018	71264.14	0.00	0.00	71264.14	1/31/2019	0.00	Paid
2017	64505.55	0.00	0.00	64505.55	1/26/2018	0.00	Paid
2016	61742.49	0.00	0.00	61742.49	1/27/2017	0.00	Paid
2015	2943.71	0.00	0.00	2943.71	1/14/2016	0.00	Paid
2014	2968.88	59.38	29.69	3057.95	3/31/2015	0.00	Paid
<b>TOTAL</b>	<b>274368.03</b>	<b>59.38</b>	<b>29.69</b>	<b>203513.84</b>	<b>-</b>	<b>70943.26</b>	<b>-</b>

\* The totals shown here represent only the items in the grid. For more detailed information see "Tax Balance Report".

## Document History

No matching document history was found

# Wisconsin Department of Financial Institutions

## Strengthening Wisconsin's Financial Future

Search for:

the villa at lincoln

Search Records

Search

Advanced Search  
Name Availability

Corporate Records

Result of lookup for T065085 (at 12/17/2019 10:14 AM)

## THE VILLA AT LINCOLN PARK REALTY, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

### Vital Statistics

Entity ID T065085

Registered Effective Date 01/23/2015

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 03/01/2018

Entity Type Domestic Limited Liability Company

Annual Report Requirements Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

### Addresses

Registered Agent Office CORPORATION SERVICE COMPANY  
8040 EXCELSIOR DR  
STE 400  
MADISON, WI 53717-2915

[File a Registered Agent/Office Update Form](#)

Principal Office 3755 CHASE AVE  
SKOKIE, IL 60076-4008

### Historical Information

#### Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	111	1111	paper	Image
2016	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected Officers/Directors None

Old Names None

12/17/2019

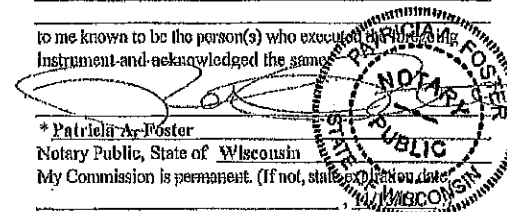
THE VILLA AT LINCOLN PARK REALTY, LLC (T065085)

**Chronology**

Effective Date	Transaction	Filed Date	Description
01/23/2015	Organized	01/23/2015	E-Form
01/01/2018	Delinquent	01/01/2018	
03/01/2018	Restored to Good Standing	03/01/2018	
03/01/2018	Change of Registered Agent	03/01/2018	FM 516-2018
03/29/2019	Change of Registered Agent	03/29/2019	OnlineForm 5

Order a Document Copy



Document Number	STATE BAR OF WISCONSIN FORM 3 - 2000 RECEIVER'S DEED	Document #: 2404021 Date: 04-02-2015 Time: 03:16:00 PM Pages: 1 Fee: \$30.00 County: RACINE State: WI Requesting Party: Chicago Title Company - SPS Wisconsin Register of Deeds: TYSON FETTES RACINE COUNTY REGISTER OF DEEDS Transfer Fee: \$5805.00 **The above recording information verifies this document has been electronically recorded and returned to the submitter**
<p>This Deed, made between <u>Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver of Lincoln Lutheran of Racine, Wisconsin, Inc.</u> Grantor, and <u>The Villa at Lincoln Park Realty, LLC</u>, Grantee. Grantor quit claims to Grantee the following described real estate in Racine County, State of Wisconsin (if more space is needed, please attach addendum):</p> <p>That part of the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, bounded as follows: Commence at the North 1/4 corner of said Section 24; run thence North 87° 37' 11" West 535.68 feet on the North line of the Northwest 1/4 of said Section to the point of beginning of this description; continue thence North 87° 37' 11" West 310.00 feet on said North line to the Easterly line of future right of way of State Trunk Highway "31"; thence South 13° 26' 32" West 684.95 feet parallel and 70 feet Easterly measured at right angles to centerline of said Highway "31" to a point of curvature of a curve of Southwesterly convexity whose radius is 20.00 feet and whose chord bears South 32° 12' 51" East 28.61 feet; thence Southeasterly 31.87 feet on the arc of said curve to its point of compound curvature of a curve of Southwesterly convexity whose radius is 2508.33 feet and whose chord bears South 80° 51' 13" East 261.08 feet; thence Southeasterly 261.19 feet on the arc of said curve to its point of compound curvature of a curve of Southeasterly convexity whose radius is 30.00 feet and whose chord bears North 54° 48' 10" East 39.65 feet; thence Northeasterly 43.31 feet on the arc of said curve to its point of tangency; thence North 13° 26' 32" East 514.33 feet parallel and 373 feet Easterly measured at right angles to centerline of said Highway "31" to a point of curvature of a curve of Northwesterly convexity whose radius is 96.00 feet and whose chord bears North 45° 20' 47" East 101.47 feet; thence Northeasterly 106.91 feet on the arc of said curve; thence North 12° 44' 57" West 127.76 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin.</p> <p>Address: 1700 CA Becker Drive Racine, Wisconsin 53405</p>		Recording Area
		Name and Return Address <u>THE VILLA AT LINCOLN PARK REALTY, LLC</u> <u>3755 W. CHASE AVE</u> <u>SKOKIE, IL 60076</u>
		276-00-00-22902-001 Parcel Identification Number (PIN) This is <u>not</u> homestead property.
<p>Together with all appurtenant rights, title and interests.</p> <p>Dated this <u>27</u> day of <u>MARCH</u>, 2015.</p> <p>* _____</p> <p>* _____</p> <p><b>AUTHENTICATION</b></p> <p>Signature(s) _____</p> <p>authenticated this _____ day of _____,</p> <p>* _____</p> <p><b>TITLE: MEMBER STATE BAR OF WISCONSIN</b> (If not, _____ authorized by §705.06, Wis. Stats.)</p> <p><b>THIS INSTRUMENT WAS DRAFTED BY</b> <u>Christopher J. Murray, Esq.</u> <u>Beck, Chast, Bamberger &amp; Polsky, S.C.</u></p> <p>(Signatures may be authenticated or acknowledged. Both are not necessary.)</p>		
		<p>Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver of Lincoln Lutheran of Wisconsin, Inc.</p> <p><u>Michael S. Polsky, Esq., Receiver</u></p> <p>* _____</p> <p><b>ACKNOWLEDGMENT</b></p> <p>STATE OF <u>Wisconsin</u> )  ) ss. <u>Milwaukee</u> County. )</p> <p>Personally came before me this <u>27</u> day of <u>MARCH</u>, 2015, the above named <u>Michael S. Polsky, Esq., as Wis. Stats. Chapter 128 Receiver of Lincoln Lutheran of Wisconsin, Inc.</u></p> <p>to me known to be the person(s) who executed the foregoing Instrument and acknowledged the same.</p> <p>* <u>Patricia A. Foster</u> Notary Public, State of <u>Wisconsin</u> My Commission is permanent. (If not, state expiration date _____)</p> <p></p>

**Certified Copy of Order Approving  
Sale by Receiver**

Document Number

Document #: **2404019**

Date: 04-02-2015 Time: 03:16:00 PM Pages: 6

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

Exempt Code: 1

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*

Recording Area

**Name and Return Address**

Christopher J. Murray, Esq.

Beck, Chast, Bamberger & Polsky

Two Plaza East, Suite 1085

330 East Kilbourn Ave.

Milwaukee, WI 53202

276-00-00-22902-001

Parcel Identification Number (PIN)

That part of the Northwest 1/4 of Section 24, Town 3 North, Range 22 East, bounded as follows:

Commence at the North 1/4 corner of said Section 24; run thence North 87° 37' 11" West 535.68 feet on the North line of the Northwest 1/4 of said Section to the point of beginning of this description; continue thence North 87° 37' 11" West 310.00 feet on said North line to the Easterly line of future right of way of State Trunk Highway "31"; thence South 13° 26' 32" West 684.95 feet parallel and 70 feet Easterly measured at right angles to centerline of said Highway "31" to a point of curvature of a curve of Southwesterly convexity whose radius is 20.00 feet and whose chord bears South 32° 12' 51" East 28.61 feet; thence Southeasterly 31.87 feet on the arc of said curve to its point of compound curvature of a curve of Southwesterly convexity whose radius is 2508.33 feet and whose chord bears South 80° 51' 13" East 261.08 feet; thence Southeasterly 261.19 feet on the arc of said curve to its point of compound curvature of a curve of Southeasterly convexity whose radius is 30.00 feet and whose chord bears North 54° 48' 10" East 39.65 feet; thence Northeasterly 43.31 feet on the arc of said curve to its point of tangency; thence North 13° 26' 32" East 514.33 feet parallel and 373 feet Easterly measured at right angles to centerline of said Highway "31" to a point of curvature of a curve of Northwesterly convexity whose radius is 96.00 feet and whose chord bears North 45° 20' 47" East 101.47 feet; thence Northeasterly 106.91 feet on the arc of said curve; thence North 12° 44' 57" West 127.76 feet to the point of beginning of this description. Said land being in the City of Racine, County of Racine, State of Wisconsin.

This Instrument was drafted By: Christopher J. Murray

STATE OF WISCONSIN

CIRCUIT COURT

RACINE COUNTY

In re:

LINCOLN LUTHERAN OF RACINE,  
WISCONSIN, INC.,

Assignor.

Case No.: 14CV2012

Case Code: 30304

(Other Debtor Actions)

**FILED**

FEB 25 2015

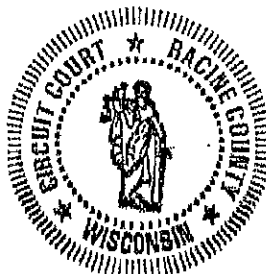
CLERK OF CIRCUIT COURT  
RACINE COUNTY

**ORDER APPROVING THE SALE OF CERTAIN ASSETS OF LINCOLN LUTHERAN  
OF RACINE, WISCONSIN, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS AND  
ENCUMBRANCES AND FOR AUTHORITY TO DISBURSE THE SALE PROCEEDS**

Upon consideration of the Receiver's Motion to Sell Certain Assets of Lincoln Lutheran of Racine, Wisconsin, Inc. Free and Clear of All Liens, Claims and Encumbrances and for Authority to Disburse the Sale Proceeds and the Notice of Hearing (the "Sale Motion"), and all other pleadings on file herein; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all employees, creditors and other parties in these proceedings, and to all parties who expressed an interest in acquiring the assets which are the subject of these proceedings and for the reasons stated on the record at the sale hearing, the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

**FINDINGS OF FACT**

1. On December 30, 2014 (the "Filing Date"), this Court entered an Order appointing Michael S. Polsky, Esq. (the "Receiver"), as Receiver of Lincoln Lutheran of Racine, Wisconsin, Inc. ("LLOR") pursuant to Chapter 128 of the Wisconsin Statutes.
2. This Court has also entered an Order Establishing Case Management Procedures and Authorizing the Employment of Professionals by the Receiver.



The Clerk of the Circuit Court, Racine, Wisconsin,  
does hereby certify that this document is a true  
and correct copy of the original on file and of  
record in my office.

Dated: February 25, 2015

By: Brynn M. [Signature]

3. On Monday, February 23, 2015, a going concern auction (the "Auction") was conducted by the Receiver pursuant to the Auction Terms and Procedures (the "Auction Terms") on file herein.

4. The highest and best bid that the Receiver obtained for Lot 1, Lincoln Village Convalescent Center ("Lincoln Village"), was from The Villa at Lincoln Park Realty, LLC ("Villa"), for the sum of \$2,850,000 (the "Purchase Price"). As part of its bid, Villa agreed to make offers of employment to substantially all of the active, non-management employees of Lincoln Village as of the closing and assume accrued vacation liabilities owed to Lincoln Village's employees hired by Villa. In addition, with respect to the former LLOR employees hired by Villa that are represented by a union, Villa has agreed to recognize the union and bargain with the union in good faith.

5. The Receiver has filed his Report of Sale with the Court.

6. The Asset Purchase Agreement, as amended, between the Receiver and Villa is subject to the approval of this Court.

7. Villa has advised that the Receiver and this Court that it is ready, willing and able to close on the purchase of Lincoln Village pursuant to the Asset Purchase Agreement, as amended, with no contingencies whatsoever other than approval of the proposed sale by this Court, obtaining free and clear title to Lincoln Village and obtaining applicable governmental approvals needed to own and operate Lincoln Village.

8. The bid submitted by Villa is the product of good faith negotiation at arm's length and without collusion, is commercially reasonable and represents a fair value of the assets subject to sale.

9. The sale of assets pursuant to the Asset Purchase Agreement, as amended, described above is for an amount in excess of the liquidation value of those assets, and the Receiver has recommended approval of such sale.

10. Johnson Bank, which has properly perfected first position security interests and mortgages in and on substantially all of LLOR's assets, has agreed to release its liens and security interests in the assets described above upon payment of the net sale proceeds.

11. Under the circumstances, the sale of Lincoln Village pursuant to the Asset Purchase Agreement, as amended, described above is in the best interests of all creditors of LLOR and all parties-in-interest.

12. The Auction and the Auction Terms represent a commercially reasonable and fair process to sell the assets referenced herein.

13. The Receiver conducted the Auction in good faith and in a commercially reasonable manner and complied with the Auction Terms in all material respects.

#### CONCLUSIONS OF LAW

14. The sale of Lincoln Village pursuant to the Asset Purchase Agreement, as amended, described above complies in all respects with Chapter 128 of the Wisconsin Statutes and the Auction Terms.

15. Any Objections to the Sale Motion are hereby overruled on their merits.

16. Upon closing, the sale of the assets described above by the Receiver will constitute a valid, legal and enforceable transfer to Villa of all right, title and interest to those assets, free and clear of all liens, claims and encumbrances.

17. Villa shall not be liable for any of LLOR's debts, liabilities or obligations, except those expressly assumed pursuant to the Asset Purchase Agreement, as amended, or in any other written agreement with the Receiver.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Receiver's Report of Sale is hereby approved.
2. The proposed sale of Lincoln Village to Villas by the Receiver is hereby approved in all respects.
3. The Receiver is hereby authorized to execute the Asset Purchase Agreement and all amendments thereto with Villa and shall consummate the sale of Lot 1 pursuant to the terms and conditions of the Asset Purchase Agreement, as amended.
4. The Receiver is hereby authorized to sell Lincoln Village to Villa free and clear of all liens, claims and encumbrances upon payment of the Purchase Price.
5. The Receiver is authorized and empowered now and in the future to execute and deliver to Villa any and all documents necessary to carry out the provisions of the proposed sale, including all such Bills of Sale, Deeds or other documentation as may be necessary or desirable to consummate the sale, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sale described above without further Order of this Court.
6. Upon closing of the sale described above, all right, title and interest in and to the assets which are the subject of the Asset Purchase Agreement described above shall be vested in Villa, free and clear of all liens, claims and encumbrances. All liens, claims and encumbrances shall attach to the proceeds of sale to the same extent and priority as they existed with respect to

the assets immediately prior to the closing and Villa shall not be liable for any of LLOR's debts, liabilities or obligations, except those expressly assumed pursuant to the Asset Purchase Agreement, as amended, or in any other written agreement with the Receiver.

7. The Receiver requests further authority to disburse pay the following from the closing proceeds from the sale of Lincoln Village:

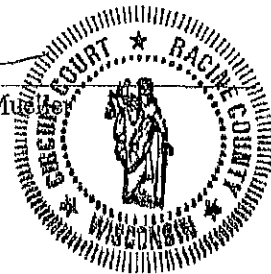
- a. All outstanding real estate and personal property taxes and outstanding special assessments;
- b. The necessary closing costs and expenses and all customary prorations;
- c. B.C. Ziegler and Company, a commission pursuant to its agreement with the Receiver; and
- d. Johnson Bank, the net remaining closing proceeds, in partial satisfaction of its secured claim in this matter.

8. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, the Asset Purchase Agreement, as amended, with Villa, and to resolve any disputes with respect to the sale by the Receiver of the assets described above.

Dated this 25 day of February, 2015.

BY THE COURT:

  
Honorable Emily S. Mueller  
Circuit Court Judge



## DOCUMENT NO.

This Indenture, Made by Elliot E. Lewis, an unmarried man and Elliot E. Lewis, as  
Executor of the will of Edward E. Lewis, also known as E. E. Lewis, Deceased,  
grantor of Racine County, Wisconsin, hereby conveys and warrants  
to the State of Wisconsin, Department of Transportation, Division of Highways  
grantee of County, Wisconsin,  
 for the sum of Nine Hundred and 00/100 (\$900.00) Dollars.

See attached Page 2 for legal description.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.04, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.  
 Compensation for additional items of damage listed in sec. 32.13, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantors have hereunto set their hand and seal this 14<sup>th</sup>  
 day of October, A.D., 1974.

SIGNED AND SEALED IN PRESENCE OF

Scott L. Willman

Scott L. Willman

Elliot E. Lewis (SEAL)  
Elliot E. Lewis, an unmarried man

Elliot E. Lewis (SEAL)  
Elliot E. Lewis, Executor of the will of

Edward E. Lewis, also known as E. E. Lewis, Deceased  
 (SEAL)

(SEAL)

STATE OF WISCONSIN

Racine County, ss.

VOL 1243 PAGE 515

The foregoing instrument was acknowledged before me this 14<sup>th</sup>

day of October, A.D., 1974

RECEIVED FOR RECORD

DAY OF \_\_\_\_\_  
 A.D. 19\_\_\_\_ AT \_\_\_\_\_  
 O'CLOCK \_\_\_\_\_ M. AND RECORDED IN VOL. \_\_\_\_\_  
 OF \_\_\_\_\_ PAGE \_\_\_\_\_

REGISTERED OF DEEDS

COUNTY

This instrument was drafted by the State of Wisconsin,  
 Department of Transportation, Division of Highways.

Project 2390-1-21

Negotiated by Scott L. Willman

Parcel No. 43

947908

1243-515

Nov. 1, 1974



VEL 1243 PAGE 516

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the northwest one-quarter of Section 24, Township 3 North, Range 22 East, lying between the following described reference line of S.T.H. 31 and the west line of lands described in Volume 1177 of Racine County Records on Page 305, bounded on the north by the north line of said northwest one-quarter and bounded on the south by the north right of way line of Byrd Avenue, including land lying between said reference line and the centerline of S.T.H. 31 #2 as it existed prior to March 1, 1974. See Exempt 77.28

Said reference line begins at a point in the north line of said northwest one-quarter which is 916.98 feet North 89° 08' 17" West of the northeast corner of said northwest one-quarter; thence South 11° 55' 02" West 398.21 feet; thence South 10° 37' 35" West 729.26 feet.

This parcel contains 0.60 Acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on DEC 31 1974. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Register's Office  
Racine County, Wis. 947908  
Received for Record 1ST of 8-28  
November A.D., 1974  
at 10:43  
o'clock A.M. and recorded in Volume 1243  
of Records on page 515-516

*Stanley F. Bielecki*  
Register of Deeds  
3.00

Wis Dept Transportation  
P.O. Box 649  
Waukesha, Wis.

DOCUMENT NO.

WARRANTY DEED  
STATE OF WISCONSIN - FORM 8  
THIS SPACE RESERVES FOR RECORDING DATATHIS INDENTURE, Made this 30th day of April, A.D., 1973  
between 1701 Investment Group, a Limited Partnershippart Y of the first part, and  
Lincoln Lutheran Home of Racine, Wisconsin, Inc.a Corporation duly organized and existing under and by virtue of the laws of the  
State of Wisconsin, located at Racine  
Wisconsin, party of the second part.Witnesseth, That the said part Y of the first part, for and in consideration of  
the sum of One (\$1.00) Dollar and other good and  
valuable considerationto it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,  
has it given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do it  
give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and  
assigns forever, the following described real estate, situated in the County of Racine and State  
of Wisconsin, to-wit:That part of the Northwest 1/4 of Section 24, Township 3 North, Range 22 East,  
bounded as follows: Commence at the North 1/4 corner of said Section 24; run  
thence North 87° 37' 11" West, 336.68 feet on the North line of the Northwest 1/4  
of said Section to the point of beginning of this description; continue thence North  
87° 37' 11" West 310.00 feet on said North line to the Easterly line of future right of  
way of State Trunk Highway "31"; thence South 13° 26' 32" West 684.95 feet parallel  
and 70 feet Easterly measured at right angles to centerline of said highway "31" to  
a point of curvature of a curve of Southwesterly convexity whose radius is 20.00 feet,  
and whose chord bears South 32° 12' 51" East 20.61 feet; thence Southeasterly 31.87  
(Continued on reverse side)Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining;  
and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity,  
either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said  
party of the second part, and to its successors and assigns FOREVER.And the said 1701 Investment Group, a Limited Partnershipfor itself, its successors and assigns  
do hereby covenant, grant, bargain and agree to and with  
the said party of the second part, its successors and assigns, that at the time of the executing and delivery of these presents  
they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate  
of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, EXCEPT  
municipal and zoning ordinances, drainage easements, rights of parties in  
possession, recorded easements and recorded building restrictions, if any,  
and following FHA financing documents dated October 8, 1970 with Racine  
(Continued on reverse)  
and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors  
and assigns, against all and every person or persons lawfully claiming the whole or any part thereof,  
will forever WARRANT AND DEFEND.In Witness Whereof, the said part Y of the first part has it hereunto set its hand and seal  
this 30th day of April, A.D., 1973.

SIGNED AND SEALED IN PRESENCE OF

1701 INVESTMENT GROUP, a  
Limited PartnershipBy Robert H. LaFour, General Partner (SEAL)  
John S. Kayon, General Partner (SEAL)  
Mac R. Lichtwald, General Partner (SEAL)

State of Wisconsin,

County of Racine  
Personally came before me, this 30th day of April, A.D., 1973  
the above named Robert H. LaFour, General Partner, 1701 Investment Group, a  
Limited Partnership, also John S. Kayon and Mac R. Lichtwald, General  
to me known to be the persons who executed the foregoing instrument and acknowledged the same.THIS INSTRUMENT WAS DRAFTED BY Robert G. Riegelman, Attorney at Law  
Notary Public, Racine County, Wis.My commission expires (if) February  
Section 19.11 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon  
the names of the parties, places of record and date. Section 19.111 similarly requires that the agent of the person who, or persons  
jointly who, drafted such instruments, shall be printed, typewritten, stamped or written thereon in a legible manner.

WARRANTY DEED - Corporation - STATE OF WISCONSIN - Milwaukee, Wis. (See 1949)

pb  
919871

1177.305

April 30, 1973

(Continued from reverse side)

feet on the arc of said curve to its point of compound curvature of a curve of South-  
 westerly convexity whose radius is 2508.33 feet and whose chord bears South 80°  
 51' 13" East, 261.08 feet; thence Southeasterly 261.19 feet on the arc of said curve  
 to its point of compound curvature of a curve of Southeasterly convexity whose radius  
 is 30.00 feet and whose chord bears North 54° 48' 10" East 39.65 feet; thence North-  
 easterly 43.31 feet on the arc of said curve to its point of tangency thence North 13°  
 26' 32" East 514.33 feet parallel and 373 feet Easterly measured at right angles to  
 centerline of said Highway "31" to a point of curvature of a curve of Northwesterly  
 convexity whose radius is 96.00 feet and whose chord bears North 45° 20' 47" East,  
 101.47 feet; thence Northeasterly 106.91 feet on the arc of said curve; thence  
 North 12° 44' 57" West 127.76 feet to the point of beginning of this description.  
 Said land being in the City of Racine, County of Racine, State of Wisconsin.

Exceptions to Warranty continued

Savings & Loan Association with which party of the second party  
 specifically assumes full performance, compliance and payment (in-  
 cluding assumption of payment of indebtedness thereby secured):  
 mortgage recorded as Document 873810, Regulatory Agreements recorded  
 as Documents 873811 and 873812, and UCC financing statement filed as  
 Document 24935.

No 919871

TO

**Warranty Deed**

This document should be immediately placed on file to avoid  
 trouble and litigation.

Register's Office  
 Racine County, Wis.

Received for Record  
 30th day of  
 APRIL A.D. 1964  
 at and recorded in Volume 1177  
 of RACINE County on page 306

Barth J. Richter  
 Register of Deeds  
 3.00

Return to

WISCONSIN LITIAL BLANK COMPANY  
 MILWAUKEE, WISCONSIN

DOCUMENT NO.

vol 1130 pg 594

WARRANTY DEED  
STATE OF WISCONSIN--FORM 4

THIS SPACE RESERVED FOR RECORDING DATA

THIS INDENTURE, Made this 27 day of April, A. D., 1972,  
between 1701 Investment Group, a Wisconsin Limited  
partnership under the Wisconsin Uniform Limited  
Partnership Act

Lincoln Lutheran Home of Racine, Wisconsin, Inc., put Y of the first part, and

a Corporation duly organized and existing under and by virtue of the laws of the  
State of Wisconsin, located at Racine  
Wisconsin, party of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of  
the sum of \$1.00 and other good and valuable consideration.

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,  
has given, granted, bargained, sold, ramised, released, aliened, conveyed and confirmed, and by these presents do give  
give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and  
assigns forever, the following described real estate, situated in the County of Racine and State  
of Wisconsin, to-wit:

That part of the NW 1/4 of Section 24, Township 3 North, Range 22 East bounded  
as follows:

Commence at the North 1/4 corner of said Section 24; run thence North  
87° 37' 11" West 535.68 feet on the North line of the NW quarter of said  
Section to the point of beginning of this description. Continue thence  
North 87° 37' 11" West 310.00 feet on said North line to the Easterly  
line of future right-of-way of State Trunk Highway 31; thence South  
13° 26' 32" West 884.95 feet parallel and 70.00 feet Easterly measured at  
right angles to centerline of said Highway 31 to a point of curvature  
of a curve of Southwesterly convexity whose radius is 20.00 feet and whose

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining;  
and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity,  
either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said  
party of the second part, and to its successors and assigns FOREVER.

And the said 1701 Investment Group, a Wisconsin Limited partnership under  
the Wisconsin Uniform Limited Partnership Act

for its heirs, executors and administrators, do give covenant, grant, bargain and agree to had with  
the said party of the second part, its successors and assigns, that at the time of the casealing and delivery of these presents  
it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate  
of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever  
excepting purchase money security interest in Grantor

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors  
and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it  
will forever WARRANT AND DEFEND.

In Witness Whereof, the said part Y of the first part has set hereunto set its hand and seal  
this 27 day of April, A. D., 19 72

SIGNED AND SEALED IN PRESENCE OF

1701 Investment Group, a Wisconsin  
limited partnership by

Robert H. La Pour  
General Partner

State of Wisconsin,

County of Racine

Personally came before me, this 27 day of April, A. D., 19 72,  
the above named Robert La Pour, General Partner, 1701 Investment Group

to me known to be the person who executed the foregoing instrument and acknowledged the same

THIS INSTRUMENT WAS DRAFTED BY

Dexter D. Black

NOTARY  
SEAL

Notary Public,

My commission (expires) (is) 2-16-75

pb 900161

1130-594

April 26, 1972

*Brown, Black +  
Fuehlman*

Return to

# Warranty Deed

This instrument should be immediately filed on file to avoid  
double and litigation.

No.

TO

cord bears South 32° 12' 51" East 28.61 feet; thence Southeasterly 31.87 feet  
on the arc of said curve to its point of compound curvature of a curve of  
Southwesterly convexity whose radius is 2508.33 feet and whose cord bears  
South 80° 51' 13" East 261.08 feet; thence Southeasterly 261.10 feet on the  
arc of said curve to its point of compound curvature of a curve of Southeasterly  
convexity whose radius is 30.00 feet and whose cord bears North 54° 48' 10"  
East 39.65 feet; thence Northeasterly 43.31 feet on the arc of said curve  
to its point of tangency; thence North 13° 26' 32" East 514.33 feet parallel  
and 373.00 feet Easterly measured at right angles to centerline of said  
Highway 31 to a point of curvature of a curve of Northwesterly convexity  
whose radius is 96.00 feet and whose cord bears North 45° 20' 47" East  
101.47 feet; thence Northeasterly 106.91 feet on the arc of said curve;  
thence North 12° 44' 57" West 127.76 to the point of beginning of this description.

Said land being in the City of Racine, County of Racine, State of Wisconsin.

Excepting improvements thereon.

Wisconsin Real Estate Transfer Tax \$ 75.00

900161

Register's Office  
Racine County, Wis. } SS.

Received for Record 28 day of  
April A.D., 1912 at 4:20  
o'clock P.M. and recorded in Volume 1130  
of Records on page 594-595

*Stanley J. Bialecki*  
Register of Deeds

3.00

VOL. 1130 PAGE 595

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, the undersigned grantor, LINCOLN LUTHERAN HOME OF RACINE, INC., owner, does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground, and also to construct, install, operate, maintain and replace riser equipment, electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs and other necessary and usual appurtenant equipment, above ground, all for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, over, across, within and beneath strips of land of varying width being a part of its premises in the Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, and the Northwest One-quarter (NW $\frac{1}{4}$ ) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin; said strips of land being described as follows:

A strip of land fifteen (15) feet in width being a part of the said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13) and the said Northwest One-quarter (NW $\frac{1}{4}$ ) of Section Twenty-four (24), the centerline of said strip being described as: Commencing at the southwest corner of the said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13); running thence South eighty-nine degrees, eight minutes, eighteen seconds (89°08'18") East along the south line of the said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13) a distance of thirty-three (33.0) feet; running thence North one degree, fifty minutes, forty-nine seconds (01°50'49") West parallel with the west line of the said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13) two hundred forty and seven tenths (240.7) feet to a point on the south right-of-way line of 16th Street, said point being the point of beginning of the centerline of the aforesaid fifteen-foot strip of land; running thence South one degree, fifty minutes, forty-nine seconds

(01°50'49") East parallel with the west line of said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13), two hundred forty and seven tenths (240.7) feet to a point on the south line of the said Southwest One-quarter (SW $\frac{1}{4}$ ) of Section Thirteen (13); running thence South one degree, forty-five minutes, forty-three seconds (01°45'43") East parallel with the west line of the said Northwest One-quarter (NW $\frac{1}{4}$ ) of Section Twenty-four (24) five hundred fifty-seven and two tenths (557.2) feet to a point thirty-three (33.0) feet South eighty-eight degrees,

13-150-000 +  
24-010-000  
only

952182

1254-478

Feb. 24, 1975

fifty-six minutes, thirteen seconds ( $88^{\circ}56'13''$ ) East of the west line of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24);

Also, a strip of land fifteen (15) feet in width being a part of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24), the southerly line of said fifteen-foot strip of land described as follows: Commencing at the northwest corner of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24); running thence South one degree, forty-five minutes, forty-three seconds ( $01^{\circ}45'43''$ ) East along the west line of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24) five hundred fifty-seven and six one-hundredths (557.06) feet to a point; running thence South eighty-eight degrees, fifty-six minutes, thirteen seconds ( $88^{\circ}56'13''$ ) East thirty-three (33.0) feet to a point, said point being the point of beginning of the southerly line of the aforesaid fifteen-foot strip of land; continuing thence South eighty-eight degrees, fifty-six minutes, thirteen seconds ( $88^{\circ}56'13''$ ) East one thousand five hundred seven-teen (1517.00) feet to a point on the westerly right-of-way line of Relocated S.T.R. "31";

Also, strips of land ten (10) feet in width being described as the northerly ten (10) feet and the westerly ten (10) feet of its premises lying easterly of the easterly right-of-way of Relocated S.T.R. "31" in the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24), said premises being more particularly described as follows: Commence at the northeast corner of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24); run thence North eighty-seven degrees, thirty-seven minutes, eleven seconds ( $87^{\circ}37'11''$ ) West five hundred thirty-five and sixty-eight one-hundredths (535.68) feet on the north line of the said Northwest One-quarter ( $NW\frac{1}{4}$ ) of Section Twenty-four (24) to the point of beginning of this description; continue thence North eighty-seven degrees, thirty-seven minutes, eleven seconds ( $87^{\circ}37'11''$ ) West three hundred ten (310.0) feet on said north line to the easterly right-of-way line of Relocated S.T.R. "31"; run thence South thirteen degrees, twenty-six minutes, thirty-two seconds ( $13^{\circ}26'32''$ ) West six hundred eighty-four and ninety-five one-hundredths (684.95) feet parallel and seventy (70.0) feet easterly measured at right angles to the centerline of said Relocated S.T.R. "31" to a point of curvature of a curve of southwesterly convexity whose radius is twenty (20.00) feet and whose chord bears South thirty-two degrees, twelve minutes, fifty-one seconds ( $32^{\circ}12'51''$ ) East twenty-eight and sixty-one one-hundredths (28.61) feet; thence southeasterly thirty-one and eighty-seven one-hundredths (31.87) feet on the arc of said curve

24-010-020  
24-010-010

to its point of compound curvature of a curve of southwesterly convexity whose radius is two thousand five hundred eight and thirty-three one-hundredths (2508.33) feet and whose chord bears South eighty degrees, fifty-one minutes, thirteen seconds ( $80^{\circ}51'13''$ ) East, two hundred sixty-one and eighty one-hundredths (261.08) feet; thence southeasterly two hundred sixty-one and nineteen one-hundredths (261.19) feet on the arc of said curve to its point of compound curvature of a curve of southeasterly convexity whose radius is thirty (30.0) feet and whose chord bears North fifty-four degrees, forty-eight minutes, ten seconds ( $54^{\circ}48'10''$ ) East thirty-nine and sixty-five one-hundredths (39.65) feet; thence northeasterly forty-three and thirty-one one-hundredths (43.31) feet on the arc of said curve to its point of tangency; thence North thirteen degrees, twenty-six minutes, thirty-two seconds ( $13^{\circ}26'32''$ ) East five hundred fourteen and thirty-three one-hundredths (514.33) feet parallel and three hundred seventy-three (373.0) feet easterly measured at right angles to the centerline of said Relocated S.T.R. "31" to a point of curvature of a curve of northwesterly convexity whose radius is ninety-six (96.0) feet and whose chord bears North forty-five degrees, twenty minutes, forty-seven seconds ( $45^{\circ}20'47''$ ) East one hundred one and forty-seven one-hundredths (101.47) feet; thence northeasterly one hundred six and ninety-one one-hundredths (106.91) feet on the arc of said curve; thence North twelve degrees, forty-four minutes, fifty-seven seconds ( $12^{\circ}44'57''$ ) West one hundred twenty-seven and seventy-six one-hundredths (127.76) feet to the point of beginning of this description.

The right, permission and authority is also granted to said grantee to cut down and remove brush and to cut down and remove certain trees where said trees and/or brush interfere with the installation or maintenance of underground and/or above ground electrical facilities or represent a hazard to such facilities.

The grantor covenants and agrees that no structures will be erected over or placed in such proximity to said underground and/or above ground electrical facilities as to interfere with the construction, operation or maintenance of such facilities.

The grantee and its agents shall have the right to enter upon the premises of the undersigned for the purpose of exercising the rights herein acquired. The grantee, however, agrees to restore, or cause to have restored, the premises of the undersigned, as nearly as possible, to the condition existing prior to any entry by the grantee or its agents. This restoration, however, does not apply to brush or trees which may be trimmed or removed pursuant to the rights granted in this easement.

This grant of easement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.



RACINE INCHES

SIDE

ORATEEAL HARMON

RACINE INCHES

LINCOLN LUTHERAN HOME OF RACINE, INC.

**ATTEST:**

By L. Frank Vorpahl  
L. Frank Vorpahl Secretary.

Personally came before me this 5th day of February, 1975,  
DEXTER D. BLACK, President,  
L. FRANK VORPAHL, Secretary,  
of the above named LINCOLN LUTHERAN HOME OF RACINE, INC.  
corporation, to me known to be the person  
who executed the foregoing instrument and to me known to be such President  
and Secretary of said LINCOLN LUTHERAN HOME OF RACINE, INC. corporation,  
and acknowledged that they executed the foregoing instrument as such officers, as the  
deed of said LINCOLN LUTHERAN HOME OF RACINE, INC. corporation, by its authority.

I.D.O. R-665  
NO 420-01-4049  
RJA 1/8/75  
RCD 1.7.75

Robert G. Sanford  
Robert G. Sanford  
Notary Public, Racine, Wis.  
My commission expires 28 June 1978

This Instrument Was Drafted By  
Robert G. Sanford  
On Behalf of Wisconsin Electric Power Company

District Office } SS. 952182  
 Adams County, Wyo.  
 Received for Record 24th Day of  
February A.D. 1955 at 10:59  
 o'clock A.M. and recorded in Volume 125  
 at 12:58 P.M.  
Records

VDI 1254 PAGE 481

*Henry J. Bunker*  
August 20, 1902

5.00

Document Number  
**CONVEYANCE OF RIGHTS IN LAND**  
(Non-Fee Land Interests)

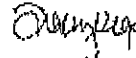
Wisconsin Department of Transportation  
Exempt from filing transfer form 8.77.21(1) Wis. Stats.  
Village Projects 6/2018 s.81.34 (3) and (3m) Wis. Stats.

We Energies - Electric, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the Village of Mount Pleasant, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the ~~subordinate~~ right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Other persons having an interest in record in the property: None

Document # 2523925  
RACINE COUNTY REGISTER OF DEEDS  
June 28, 2019 03:17 PM



TRACEY VEGA  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to The HIGHLAND GROUP OF WISCONSIN, INC.  
Pages: 2

This space is reserved for recording data

Return to

The Highland Group  
110 N. Third St.  
Watertown, WI 53094

Parcel Identification Number/Tax Key Number

Various

**Legal Description**

All that part of the Southeast Quarter (SE/4) of Section 14, T3N, R22E and the Southwest Quarter (SW/4) of Section 13, T3N, R22E in the Village of Mt. Pleasant, Racine, Wisconsin, subject to Grantor's easement or interests included in lands acquired by the Grantee for Project 1170544, 16<sup>th</sup> Street to SH 20 (Emmerisen Road), Racine County, Wisconsin, as filed with the County Clerk of Racine County, State of Wisconsin.


The Grantor's easements are recorded:

March 18, 1987, Volume 1652, Pages 765-766 as Document No. 1223290; Parcel 1  
February 5, 1973, Volume 1167, Pages 197-199 as Document No. 916497; Parcel 16  
February 24, 1975, Volume 1254, Pages 478-481 as Document No. 952182; Parcel 16  
June 30, 2006 as Document No. 2035993; Parcel 15  
January 20, 1986, Volume 1782, Pages 533-535 as Document No. 1185578; Parcel 16  
January 20, 1986, Volume 1782, Pages 529-531 as Document No. 1185577; Parcel 17  
July 20, 1976, Volume 1457, Pages 118-119 as Document No. 1032789; Parcel 17  
January 30, 1986, Volume 1783, Pages 473-476 as Document No. 118576; Parcel 18  
March 11, 1975, Volume 1258, Pages 253-254 as Document No. 952868; Parcel 19  
November 17, 1975, Volume 1291, Pages 461-462 as Document No. 968641; Parcel 31, 32

In the Racine County Register of Deeds office or exists by prescriptive rights as defined by Wis. Stats., Section 393.28, Parcel 1, 15, 16, 17, 18, 19, 31 and 32.

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

WE Energies - Electric  
(Grantor Name)  
*[Signature]*  
(Signature)  
Dawn M. Neuy  
(Title)  
Manager Real Estate Service  
(Title)  
  
(Signature)  
Nicole M. Smullen  
(Print Name)  
STATE WISCONSIN  
(Print Name)

March 5, 2019  
(Date)  
State of Wisconsin  
Milwaukee County } ss.  
On the above date, this instrument was acknowledged before me by the named person(s).  
*[Signature]*  
(Signature, Notary Public)  
Nicole M. Smullen  
(Print or Type Name, Notary Public)  
May 7, 2019  
(Date Commission Expires)

This Document Prepared by  
and after Recording Return to:

Drew J. Scott, Esq.  
Scott & Kraus, LLC  
150 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

Document #: **2406323**

Date: 05-01-2015 Time: 02:07:00 PM Pages: 31

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*

*This space reserved for Recorder's use only.*

**MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING dated as of April 27, 2015 (this "Mortgage"), is executed by THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company ("Mortgagor"), whose address is c/o Villa Financial Services, 3755 W. Chase Ave., Skokie, IL 60076 to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Mortgagee"), whose address is 120 South LaSalle Street, Chicago, Illinois 60603.

**RECITALS**

A. Pursuant to the terms and conditions of a Loan Agreement of even date herewith (the "Owner Loan Agreement") by and between the Mortgagor and the Mortgagee, the Mortgagee has agreed to make loans to the Mortgagor in the maximum principal amount of up to \$4,280,000.00 (the "Owner Loans").

B. The Owner Loans will be evidenced by separate Promissory Notes executed by the Mortgagor and made payable to the order of the Mortgagee totaling the amount of the Owner Loans, as from time to time modified, amended, restated, increased, renewed and extended (the "Owner Notes"), and due on April 27, 2018 (the "Maturity Date"), except as they may be accelerated pursuant to the terms hereof, of the Owner Notes or the Owner Loan Agreement or any of the other Loan Documents (as defined in the Owner Loan Agreement) (the "Owner Loan Documents").

C. Pursuant to the terms of a Loan and Security Agreement of even date herewith (the "Operator Loan Agreement", and collectively with the Owner Loan Agreement, the "Loan Agreement") by and between The Villa At Lincoln Park, LLC, a Wisconsin limited liability company ("Operator", and together with the Mortgagor, the "Borrowers"), the Mortgagee, has agreed to make revolving loans to the Operator in the aggregate maximum principal amount of \$600,000 (the "Operator Loan", and collectively with the Owner Loans, the "Loans").

D. The Operator Loan will be evidenced by a separate Promissory Note executed by the Operator and made payable to the order of the Mortgagee totaling the amount of the Operator Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "**Operator Note**", and collectively with the Owner Notes, the "**Notes**"), and due on the Maturity Date, except as they may be accelerated pursuant to the terms hereof, of the Operator Note or the Operator Loan Agreement or any of the other Loan Documents (as defined in the Operator Loan Agreement) (the "**Operator Loan Documents**", and collectively with the Owner Loan Documents, the "**Loan Documents**"). All capitalized terms used and not otherwise defined in this Mortgage shall have the same meanings as in the Loan Agreement.

C. A condition precedent to the Mortgagee's extension of the Loans to the Mortgagor and the Operator is the execution and delivery by the Mortgagor of this Mortgage.

### AGREEMENTS

**FOR GOOD AND VALUABLE CONSIDERATION**, including the indebtedness hereby secured, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees as follows:

The Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Mortgagee, its successors and assigns, and grant a security interest in, the following described property, rights and interests (referred to collectively herein as the "**Premises**"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily, and as to any portion of the Premises constituting property subject to the "**Code**" (as defined in Section 36 of this Mortgage), this Mortgage is intended to be a security agreement under the Code for the purpose of creating hereby a security interest in such portion of the Premises, which the Mortgagor hereby grants to the Mortgagee as secured party, and with all terms used below with respect to such portions of the Premises which are defined in the Code to have the meanings provided in the Code:

(a) The real estate located in the County of Racine, State of Wisconsin, and legally described on Exhibit A attached hereto and made a part hereof (the "**Real Estate**");

(b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "**Improvements**");

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances

whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

(d) All rents, revenues, issues, profits, proceeds, income, royalties, accounts, including health-care-insurance receivables, escrows, letter-of-credit rights, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Mortgagor, so long as no "Event of Default" (as defined in Section 36 of this Mortgage) has occurred and is continuing hereunder, may collect rent as it becomes due, but not more than one month in advance thereof;

(e) All interest of the Mortgagor in all leases now or hereafter on the Premises, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Mortgagor to collect the rentals under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by the Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as such term is used in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Mortgagee, as secured party, and the Mortgagor, as debtor, all in accordance with the Code;

(g) All of the Mortgagor's interests in general intangibles including payment intangibles and software now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Mortgagor's right, title and interest in and to: (i)

all agreements, licenses, permits and contracts to which the Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(h) All of the Mortgagor's accounts now owned or hereafter created or acquired which relate to the Premises or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) securities, investment property, financial assets and securities entitlements; (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Mortgagor with respect to the Premises; and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

**TO HAVE AND TO HOLD** the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence and during the continuance of any Event of Default under this Mortgage; the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Wisconsin.

**FOR THE PURPOSE OF SECURING** the following (collectively, the "Indebtedness"):

(i) The payment of the Loans and all interest, late charges, LIBOR breakage charges, prepayment premium, if any, exit fee, if any, interest rate swap or hedge expenses, if any, reimbursement obligations, fees and expenses for letters of credit issued for the account of any Mortgagor, if any, and other indebtedness evidenced by or owing under the Notes, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any renewals, extensions, replacements, amendments, modifications and refinancings of any of the foregoing;

(ii) The performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Mortgagor, the Operator or any other obligor to or benefiting the Mortgagee which are evidenced or secured by or otherwise provided in the Notes, this Mortgage or any of the other Loan Documents;

(iii) Any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of the Mortgagor and/or the Operator arising under or in connection with all Bank Product Obligations and all Bank Product Agreements to which Mortgagee is a party, including, without limitation, all Hedging Transactions and Hedging Agreements to which Mortgagee is a party (as each capitalized term used in this paragraph is defined in Section 36 hereof); and

(iv) The reimbursement to the Mortgagee of any and all sums incurred, expended or advanced by the Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any such Bank Product Obligations and Bank Product Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein.

**PROVIDED, HOWEVER,** that if the Mortgagor shall pay the principal and all interest as provided in the Notes, and if all other sums secured hereby are paid, and if the Mortgagor shall pay all other sums herein provided for, and shall well and truly keep and perform all of the covenants herein contained, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Mortgagor, otherwise to remain in full force and effect.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

1. **Title.** The Mortgagor represents, warrants and covenants that (a) the Mortgagor is the owner and holder of the fee simple title to the portion of Premises indicated above, free and clear of all liens and encumbrances, except those conveyances, liens and encumbrances in favor of the Mortgagee and except for "**Permitted Exceptions**" (as defined in the Loan Agreement); and (b) the Mortgagor has legal power and authority to convey, mortgage and encumber the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** The Mortgagor covenants that, so long as any portion of the indebtedness remains unpaid, the Mortgagor will:

(a) Promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

(b) Keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (other than Permitted Exceptions and subject to the Mortgagor's right to contest liens as permitted by the terms of Section 26 hereof);



(c) Pay when due the Loans in accordance with the terms of the Notes and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by the Mortgagor under the Notes, this Mortgage and the other Loan Documents;

(d) Pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to this Mortgage, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to the Mortgagor's right to contest liens as permitted by the terms of Section 26 hereof);

(e) Complete within a reasonable time any improvements at any time in the process of erection upon the Premises;

(f) Comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

(g) Obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of the Mortgagor's obligations under this Mortgage;

(h) Make no material alterations in the Premises or demolish any portion of the Premises without the Mortgagee's prior written consent, except as required by law or municipal ordinance;

(i) Suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

(j) Pay when due all operating costs of the Premises;

(k) Not initiate or acquiesce in any zoning reclassification with respect to the Premises, without the Mortgagee's prior written consent;

(l) Provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right of way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

(m) Comply with, and cause the Premises at all times to be operated in compliance with, all applicable federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. Payment of Taxes and Assessments. The Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all

herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to the Mortgagor's right to contest the same, as provided by the terms hereof; and the Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after the Mortgagee's request.

4. **Tax Deposits.** If requested by the Mortgagee, the Mortgagor shall deposit with the Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to 1/12th of 105% of the most recent ascertainable annual Taxes on the Premises. If requested by the Mortgagee, the Mortgagor shall also deposit with the Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by the Mortgagee. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default under this Mortgage shall exist, the Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from the Mortgagor) or shall release sufficient funds to the Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, the Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee. The Mortgagee, in making any payment hereby authorized relating to Taxes, 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. The Mortgagee shall not exercise its right to require such deposits so long as no "Default" (as defined in Section 36 of this Mortgage) or Event of Default under this Mortgage or any of the other Loan Documents has occurred and is continuing and the Mortgagor has paid all Taxes when due.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default under this Mortgage, the Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Section 4 hereof to cure any Event of Default under this Mortgage or to pay any of the Indebtedness in such order and manner as the Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, the Mortgagor shall immediately, upon demand by the Mortgagee, deposit with the Mortgagee an amount equal to the amount so used from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to the Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of the Mortgagor. Neither the Mortgagee shall be liable for any failure to apply to the payment of Taxes any amount so deposited unless the Mortgagor, prior to an Event of Default under this Mortgage, shall have requested the Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. Insurance.

(a) The Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by the Mortgagee, in accordance with the terms, coverages and provisions described in the Loan Agreement, and such other insurance as the Mortgagee may from time to time reasonably require. Unless the Mortgagor provides the Mortgagee evidence of the insurance coverages required hereunder, the Mortgagee may purchase insurance at the Mortgagor's expense to cover the Mortgagee's interest in the Premises. The insurance may, but need not, protect the Mortgagor's interest. The coverages that the Mortgagee purchases may not pay any claim that the Mortgagor makes or any claim that is made against the Mortgagor in connection with the Premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the Premises, the Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance the Mortgagor may be able to obtain on their own.

(b) The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless the Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to the Mortgagee and such separate insurance is otherwise acceptable to the Mortgagee.

(c) In the event of loss, the Mortgagor shall give prompt notice thereof to the Mortgagee, and, if such loss exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Threshold"), the Mortgagee shall have the sole and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding subsection (d) are not satisfied, then the Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Default or Event of Default then exists, (iii) the Mortgagee, in the exercise of reasonable discretion determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed within a reasonable period of time, and in no event no later than six (6) months prior to the Maturity Dates, and (iv) the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the reasonable discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration, then the Mortgagee shall endorse to the Mortgagor any such payment and the Mortgagor may collect such payment directly and apply it to restoration or repair of the property damaged as provided in subsection (d) below. The Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by the Mortgagee pursuant to the terms of this Section, after the payment of all of the Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and

payable, whereupon the Mortgagee may declare the whole of the balance of Indebtedness to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subsection (d) below; provided, however, that the Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subsection (d) below, if (i) the Mortgagee has received satisfactory evidence that such restoration or repair shall be completed within a reasonable period of time and in no later than the date that is six (6) months prior to the Maturity Dates, (ii) no Default or Event of Default then exists, and (iii) the total of the insurance proceeds and such additional amounts placed on deposit with the Mortgagee by the Mortgagor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the reasonable discretion of the Mortgagee, the reasonable costs of such rebuilding or restoration. If insurance proceeds are made available to the Mortgagor by the Mortgagee as hereinafter provided, the Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. In the event of foreclosure of this Mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(d) If insurance proceeds are made available by the Mortgagee to the Mortgagor, the following provisions shall apply:

(i) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Improvements, whether by fire or other casualty, the Mortgagor shall obtain from the Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding, which approval shall not be unreasonably withheld or delayed.

(ii) Prior to each payment or application of any insurance proceeds to the repair or restoration of such Improvements (which payment or application may be made, at the Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to the Mortgagee and the cost of which is to be borne by the Mortgagor), the Mortgagee shall be satisfied as to the following:

(A) No "Default" (as defined in Section 36 of this Mortgage) or Event of Default under this Mortgage has occurred and is continuing;

(B) Either such Improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, the Mortgagor has deposited with the Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(C) Prior to each disbursement of any such proceeds, the Mortgagee shall be furnished with a statement of the Mortgagee's architect (the cost of which

shall be borne by the Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by the Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and the Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(iii) If the Mortgagor shall fail to restore, repair or rebuild such Improvements within a time deemed satisfactory by the Mortgagee in the exercise of reasonable discretion, then the Mortgagee, at its option, may (A) commence and perform all necessary acts to restore, repair or rebuild such Improvements for or on behalf of the Mortgagor; or (B) declare an Event of Default under this Mortgage. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of such Improvements, such excess shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the applicable Mortgagor and the same shall be paid forthwith to the Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking the Mortgagee may declare the whole of the balance of the Indebtedness to be due and payable. Notwithstanding the provisions of this Section to the contrary, if any condemnation or taking of less than the entire Premises occurs, and provided that no Default or Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by the Mortgagor and applied to any necessary restoration or repair of the remaining property, on the terms contained in Section 6(d) hereof, and the Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over any Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Notes or any of the other Loan Documents, the Mortgagor shall pay such tax in the manner required by any such law. The Mortgagor further agrees to reimburse the Mortgagee for any sums which they may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, the Mortgagor shall not be required to pay any income or franchise taxes of the Mortgagee.

9. **Lease and Rent Assignment.** The Mortgagor acknowledges that, concurrently herewith, the Mortgagor has executed and delivered to the Mortgagee, as additional security for the repayment of the Loans, an Assignment of Rents and Leases (the "**Assignment**") pursuant to which the Mortgagor has assigned to the Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. The Mortgagor agrees to abide by all of the provisions of the Assignment.

10. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Notes is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in any Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release or change.

11. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon the Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by the Mortgagor, or (c) a change in the method of taxation of mortgages, deeds of trust or debts secured by mortgages or deeds of trust or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then the Mortgagor, upon demand by the Mortgagee, shall pay such Taxes or charges, or reimburse the Mortgagee therefor; provided, however, that the Mortgagor shall not be deemed to be required to pay any income or franchise taxes of the Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for the Mortgagee it is or may be unlawful to require the Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. **Performance of Defaulted Acts and Expenses Incurred by Mortgagee.** If an Event of Default under this Mortgage has occurred and is continuing, the Mortgagee may, but need not, make any payment or perform any act herein required of the Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of any Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by the Mortgagee or in regard to any tax referred to in Section 8 hereof or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by the Mortgagor to the Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the "**Default Rate**" (as defined in the Notes or the Loan Agreement). In addition to the

foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by the Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of the Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Notes, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by the Mortgagor to the Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Section shall be immediately due and payable by the Mortgagor to the Mortgagee, and shall be additional Indebtedness evidenced by the Notes and secured by this Mortgage. The Mortgagee's failure to act shall never be considered as a waiver of any right accruing to the Mortgagee on account of any Event of Default under this Mortgage or any of the other Loan Documents. Should any amount paid out or advanced by the Mortgagee hereunder, or pursuant to any agreement executed by any Mortgagor in connection with the Loans, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Security Agreement. The Mortgagor and the Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of any Mortgagor or held by the Mortgagee (whether deposited by or on behalf of any Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code and which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the supporting obligations (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of the Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Section shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) The applicable Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien of this Mortgage, other liens and encumbrances benefitting the Mortgagee and no

other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by the Mortgagor solely for business purposes.

(c) The Collateral will be kept at the Real Estate and, except for Collateral no longer useful in connection with the operation of the Real Estate, provided that prior to the sale or other disposition thereof, such Collateral has been replaced by property of at least equal value and utility and which is subject to the lien of this Mortgage, will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor, the Mortgagee and holders of interests, if any, expressly permitted hereby.

(e) No Financing Statement (other than Financing Statements showing the Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and the Mortgagor, at the Mortgagor's own cost and expense, upon demand, will furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts as the Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting the Mortgagee and no other party, and liens and encumbrances (if any) expressly permitted hereby; and the Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be desirable. The Mortgagor hereby irrevocably authorizes the Mortgagee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of the Mortgagor, that (i) indicate the Collateral (A) is comprised of all assets of the Mortgagor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Mortgagor is an organization, the type of organization and any organizational identification number issued to the Mortgagor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Mortgagor agrees to furnish any such information to the Mortgagee promptly upon request. The Mortgagor further ratifies and affirms their authorization for



any financing statements and/or amendments thereto, executed and filed by the Mortgagee in any jurisdiction prior to the date of this Mortgage. In addition, the Mortgagor shall make appropriate entries on their books and records disclosing the Mortgagee's security interests in the Collateral.

(f) Upon and during the continuance of an Event of Default under this Mortgage, the Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as the Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, as provided in the Code. The Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by the Mortgagee which is reasonably convenient to both parties. The Mortgagee will give the Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of the Mortgagor hereinafter set forth at least 10 days before the time of the sale or disposition. The Mortgagee may buy at any public sale. The Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee, shall be applied against the Indebtedness in such order or manner as the Mortgagee shall select. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

(g) The terms and provisions contained in this Section, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement and a fixture filing within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Lender (Secured Party) are hereinbelow set forth. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Lender shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial

Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the Mortgagor; (5) the legal name and address of the debtor is The Villa at Lincoln Park Realty, LLC, a Wisconsin limited liability company whose address is c/o Villa Financial Services, 3755 W. Chase Ave., Skokie, IL 60076; (6) the state of organization of the debtor is Wisconsin and the organizational identification number of the debtor is T065085; and (7) the address of the Lender is (secured party) is 120 South LaSalle Street, Chicago, Illinois 60603. This Mortgage is to be filed for recording in the appropriate public records of the county or counties where the Premises are located. The Mortgagor is the record owner of the Premises as indicated above.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between the respective Mortgagor or their agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of the Mortgagor, as lessor thereunder.

(j) The Mortgagor represents and warrants that: (i) the Mortgagor is the record owner of the Premises; (ii) the Mortgagor's chief executive office is located in the State of Illinois; (iii) the Mortgagor's state of organization is the State of Wisconsin; (iv) the Mortgagor's exact legal name is as set forth on Page 1 of this Mortgage; and (v) the Mortgagor's organizational identification number is T065085.

(k) The Mortgagor hereby agrees that: (i) where Collateral is in possession of a third party, the Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Mortgagee; (ii) the Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Indebtedness is paid in full, the Mortgagor will not change the state where it is located or change its name or form of organization without giving the Mortgagee at least 30 days' prior written notice in each instance.

14. **Events of Default; Acceleration.** Each of the following shall constitute an Event of Default under this Mortgage:

(a) The Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Notes on the date when due, or (ii) any other amount payable to the Mortgagee under this Mortgage or any of the other Loan Documents within five (5) days following the date any such payment is due in accordance with the terms hereof or thereof.

(b) The Mortgagor fails to perform, observe, or satisfy any obligation, covenant, term, agreement, condition or provision contained in this Mortgage and not described in the other subsections of this Section 14; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of

the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Mortgagor shall have a period (the "Cure Period") of thirty (30) days after the earlier of, the date Mortgagor obtains actual knowledge of such failure or the date Mortgagor receives written notice of such failure, to cure the same, and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if the Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate.

(c) The occurrence of an Event of Default under the Loan Agreement, any Note or any of the other Loan Documents.

If an Event of Default occurs under this Mortgage, the Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to the Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

15. Foreclosure: Expense of Litigation.

(a) When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with Wisconsin law. In the event of a foreclosure sale, the Mortgagee is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as the Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit or other proceeding to foreclose this Mortgage or enforce any other remedy of the Mortgagee under this Mortgage or the Notes, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' 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, and similar data and assurances with respect to the title as the Mortgagee may deem 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 mentioned in this Section and such other expenses and fees as may be incurred in the enforcement of the Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the interest created by this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting this Mortgage, the Notes, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by the

Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

16. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as the Mortgagee may determine in its sole and absolute discretion, subject to any express provisions of the Loan Agreement.

17. **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by the Mortgagee, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of any Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any other holder of any Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when the Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or any amount found due or secured by any judgment or 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 judgment or decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

18. **Mortgagee's Right of Possession in Case of Default.** At any time after an Event of Default under this Mortgage has occurred and is continuing, the Mortgagor shall, upon demand of the Mortgagee, surrender to the Mortgagee possession of the Premises. The Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude the Mortgagor and their employees, agents or servants therefrom, and the Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. The Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, the Mortgagee shall have full power to:

(a) Cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same;

(b) Elect to disaffirm any lease or sublease which is then subordinate to this Mortgage;

(c) Extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon the Mortgagor and all persons whose interests in the Premises are subject to this Mortgage and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) Make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as the Mortgagee deems are necessary;

(e) Insure and reinsure the Premises and all risks incidental to the Mortgagee's possession, operation and management thereof; and

(f) Receive all of such avails, rents, issues and profits.

19. Application of Income Received by Mortgagee. The Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

(c) To the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

20. Waiver of Statutory Rights. To the greatest extent permitted by law: (a) Mortgagor hereby waives the benefit of, and agrees that it will not apply for or avail itself of, any appraisement, valuation, redemption, reinstatement, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage; and (b) Mortgagor, for itself, any and all persons or entities who may claim through or under it and each and every person or entity acquiring any interest in the Property or title to the Real Property subsequent to the date of this Mortgage, hereby also waives (i) any and all rights to have the Property and estates comprising the Property

marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety; and (ii) any and all rights of (A) redemption in the event of foreclosure of the lien hereof pursuant to the rights herein granted; and (B) homestead in the Mortgaged Property which Mortgagor may now or hereafter have under applicable Wisconsin law; and (iii) all rights to void liens under Section 506 of the United States Bankruptcy Code (11 U.S.C. §506), or any amendment or successor thereto; and (c) Mortgagor agrees to the provisions of sections 846.101 and 846.103 of the Wisconsin Statutes or any successor provision, permitting Lender, at its own option upon waiving the right to judgment for deficiency, to hold a foreclosure sale of real estate three (3) months after foreclosure judgment is entered.

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

22. **Mortgagee's Right of Inspection.** The Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours' prior notice to the Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

23. **Release Upon Payment and Discharge of Mortgagor's Obligations.** The Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Mortgagee in connection with the execution of such release.

24. **Notices.** All notices and other communications provided for in this Mortgage ("**Notices**") shall be in writing. The "**Notice Addresses**" of the parties for purposes of this Mortgage are as follows:

If to the Mortgagor:

The Villa at Lincoln Park Realty, LLC  
c/o Villa Financial Services  
3755 W. Chase Ave.  
Skokie, IL 60076  
Attention: Benjamin Israel

With a copy to:

Much Shelist, P.C.  
191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606

Attention: Abraham J. Stern, Esq.

If to the Mortgagee:

The PrivateBank and Trust Company  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Amy K. Halberg

With a copy to:

Scott & Kraus, LLC  
150 S. Wacker Drive, Suite 2900  
Chicago, Illinois 60606  
Attention: Drew J. Scott, Esq.

or such other address as a party may designate by notice duly given in accordance with this Section to the other parties. A Notice to a party shall be effective when delivered to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, or delivery by a commercial courier or delivery service. If the Notice Address of a party includes a facsimile number or electronic mail address, Notice given by facsimile or electronic mail shall be effective when delivered at such facsimile number or email address. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

25. **Waiver of Rights.** The Mortgagor hereby covenants and agrees that they will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order, judgment or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of applicable law; and

(b) The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

26. Contests. Notwithstanding anything to the contrary herein contained, the Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (each, a "Contested Lien"), and no Contested Lien shall constitute an Event of Default under this Mortgage, if, but only if:

(a) The Mortgagor shall forthwith give notice of any Contested Lien to the Mortgagee at the time the same shall be asserted;

(b) The Mortgagor shall either pay under protest or deposit with the Mortgagee the full amount (the "Lien Amount") of such Contested Lien, together with such amount as the Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment the Mortgagor may furnish to the Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to the Mortgagee;

(c) The Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit the Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of the Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

(d) The Mortgagor shall pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to the Mortgagor, or (ii) forthwith upon demand by the Mortgagee if, in the opinion of the Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if the Mortgagor shall fail so to do, the Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by the Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that the Mortgagee may in such case use and apply monies deposited as provided in paragraph (b) of this Section and may demand payment upon any bond or title indemnity furnished as aforesaid.

27. Expenses Relating to Notes and Mortgage.

(a) The Mortgagor will pay all expenses, charges, costs and fees relating to the Loans or necessitated by the terms of the Notes, this Mortgage or any of the other Loan Documents, including without limitation, the Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Notes, this Mortgage and the other Loan Documents, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state,



county and municipal taxes, and other taxes (provided the Mortgagor shall not be required to pay any income or franchise taxes of the Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes and this Mortgage. The Mortgagor recognizes that, during the term of this Mortgage, the Mortgagee:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which the Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(ii) May make preparations following the occurrence of an Event of Default under this Mortgage for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(iii) May make preparations following the occurrence of an Event of Default under this Mortgage for, and do work in connection with, the Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

(iv) May make preparations for and commence other private or public actions to remedy an Event of Default under this Mortgage, which other actions may or may not be actually commenced; or

(v) May enter into negotiations with the Mortgagor or any of their agents, employees or attorneys in connection with the existence or curing of any Event of Default under this Mortgage, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure.

(b) All expenses, charges, costs and fees described in this Section shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by the Mortgagor forthwith upon demand.

28. **Statement of Indebtedness.** The Mortgagor, within seven days after being so requested by the Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

29. **Further Instruments.** Upon request of the Mortgagee, the Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

30. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Notes and interest thereon; this Mortgage secures any and all other amounts which may become due under the Notes, any of the other Loan Documents or any other document or instrument evidencing, securing or otherwise affecting the

Indebtedness, including, without limitation, any and all amounts expended by the Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

31. **Indemnity.** The Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against the Mortgagee in the exercise of the rights and powers granted to the Mortgagee in this Mortgage, and the Mortgagor hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of the Mortgagee. The Mortgagor shall indemnify and save the Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "**Claims**"), of whatever kind or nature which may be imposed on, incurred by or asserted against the Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which the Mortgagee may or do become party, either as plaintiff or as defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to the Mortgagee in accordance with the terms of this Mortgage; provided, however, that the Mortgagor shall not be obligated to indemnify or hold the Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of the Mortgagee. All costs provided for herein and paid for by the Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by the Mortgagee and with interest thereon from the date incurred by the Mortgagee until paid at the Default Rate.

32. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that the Mortgagee may terminate such agreement, without penalty or cost, at any time after the occurrence of an Event of Default under this Mortgage. Such property management agreement or a short form thereof, at the Mortgagee's request, shall be recorded in the appropriate public records of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, the Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with the Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to this Mortgage.

33. **Compliance with Environmental Laws.** Concurrently herewith the Mortgagor and the Guarantors have executed and delivered to the Mortgagee that certain Environmental Indemnity Agreement dated as of the date hereof (the "**Indemnity**") pursuant to which the Mortgagor and the Guarantors have indemnified the Mortgagee for environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of the Mortgagor thereunder.

34. **Miscellaneous.**

(a) **Incorporation of Section 12.2 of Loan Agreement.** The provisions of Section 12.2 of the Loan Agreement are hereby incorporated into and made a part of this Mortgage.

(b) **Usury and Truth in Lending.** The Loans are a business loan and the Loans are an exempted transaction under the Truth In Lending Act, 15 U.S.C., §1601, et seq.

(c) **Joint and Several; Successors and Assigns.** The obligations of the Mortgagor under this Mortgage shall be joint and several. This Mortgage and all provisions hereof shall be binding upon and enforceable against the Mortgagor and their assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of the Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Notes.

(d) **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. The creation, perfection, priority and enforcement of the lien and security interest created by this Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin and in all other respects this Mortgage shall be governed by the internal laws of the State of Illinois without regard to principles of conflicts of laws.

(e) **Municipal Requirements.** The Mortgagor shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and the Mortgagor hereby assigns to the Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by the Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

(f) **Rights of Tenants.** The Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of the Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(g) **Option of Mortgagee to Subordinate.** At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by the Mortgagee of a unilateral declaration to that effect and the recording thereof in the appropriate public records in and for the county wherein the Premises are situated.

(h) **Mortgagee-in-Possession.** Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Mortgagee pursuant to this Mortgage.

(i) **Relationship of Mortgagee and Mortgagor.** The Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of the Mortgagor or of any lessee, operator, concessionaire or licensee of the Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, the Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of the Mortgagee becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of the Mortgagor and the Mortgagee hereunder is solely that of debtor/creditor.

(j) **Time of the Essence.** Time is of the essence of the payment by the Mortgagor of all amounts due and owing to the Mortgagee under the Notes and the other Loan Documents and the performance and observance by the Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

(k) **No Merger.** The parties hereto intend that this Mortgage and the interest hereunder shall not merge in the fee simple title to the Premises, and if the Mortgagee acquire any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the interest hereunder shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(l) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed \$9,760,000; provided, however, in no event shall the Mortgagee be obligated to advance funds in excess of the face amount of the Notes.

(m) **Complete Agreement; No Reliance; Modifications.** This Mortgage, the Notes and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof. The Mortgagor acknowledges that it is executing this Mortgage without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein or in the other Loan Documents. This Mortgage and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both the Mortgagor and the Mortgagee.

(n) **Captions.** The captions and headings of various Sections and paragraphs of this Mortgage and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

(o) **Gender and Number.** Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

(p) **Counterparts; Electronic Signatures.** This Mortgage may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Mortgage by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Mortgage maintained by the Mortgagee shall be deemed to be an original.

(q) **Construction.** Each party to this Mortgage and legal counsel to each party have participated in the drafting of this Mortgage, and accordingly the general rule of construction to the effect that any ambiguities in a contract are resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Mortgage.

(r) **Remedies Against Other Collateral.**

Mortgagor hereby acknowledges that certain Loan Documents other than this Mortgage create liens on collateral located in this county and counties or states other than the counties and state in which the Premises are located. Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted and the Loan secured hereby is also secured by the other Loan Documents. Mortgagor agrees that Lender may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Loan.

35. **Litigations Provisions.**

(a) **Consent to Jurisdiction.** MORTGAGOR CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, AND OF ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED, IN WHICH ANY LEGAL PROCEEDING MAY BE COMMENCED OR PENDING RELATING IN ANY MANNER TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS.

(b) Service of Process. MORTGAGOR AGREES THAT PROCESS IN ANY LEGAL PROCEEDING RELATING TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE SERVED ON THE MORTGAGOR AT ANY LOCATION.

(c) Consent to Venue. MORTGAGOR AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST THE MORTGAGOR IN ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED. MORTGAGOR WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE FROM ANY SUCH COURT.

(d) No Proceedings in Other Jurisdictions. MORTGAGOR AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST THE MORTGAGEE RELATING IN ANY MANNER TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR IF A LEGAL PROCEEDING IS COMMENCED BY THE MORTGAGEE AGAINST THE MORTGAGOR IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

(e) Waiver of Jury Trial. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS MORTGAGE, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS.

36. Definitions of Certain Terms. The following terms shall have the following meanings in this Mortgage:

Affiliate: As to a person or entity, any other person or entity which, directly or indirectly, Controls, is Controlled by or is under common Control with such first person or entity.

Bank Product Agreements: Those certain cash management service agreements entered into from time to time between any Mortgagor and Mortgagee or its Affiliates in connection with any of the Bank Products.

Bank Product Obligations: All obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Mortgagor to Mortgagee) or its Affiliates pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that the Mortgagor is obligated to reimburse to Mortgagee as a result of Mortgagee purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to the Mortgagor pursuant to the Bank Product Agreements.

**Bank Products:** Any service or facility extended to any Mortgagor by Mortgagee or its Affiliates, including, without limitation, (i) deposit accounts, (ii) cash management services, including, without limitation, controlled disbursement, lockbox, electronic funds transfers (including, without limitation, book transfers, fedwire transfers, ACH transfers), online reporting and other services relating to accounts maintained with the Mortgagee or its Affiliates, (iii) debit cards, and (iv) Hedging Agreements.

**Code:** The Uniform Commercial Code of the State of Illinois as from time to time in effect; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Illinois, the term "Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Mortgage or the other Loan Documents relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

**Control:** Possession by a person or an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by contract, ownership of voting securities, membership or partnership interests or otherwise.

**Default:** When used in reference to this Mortgage or any other document, or in reference to any provision of or obligation under this Mortgage or any other document, the occurrence of an event or the existence of a condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default under this Mortgage or such other document, as the case may be.

**Event of Default:** The following: (i) when used in reference to this Mortgage, one or more of the events or occurrences referred to in Section 14 of this Mortgage; and (ii) when used in reference to any other document, a default or event of default under such document that has continued after the giving of any applicable notice and the expiration of any applicable grace or cure periods.

**Hedging Agreements:** The following: (i) any ISDA Master Agreement between any Mortgagor and Mortgagee or any other provider, (ii) any Schedule to Master Agreement between any Mortgagor and Mortgagee or any other provider, and (iii) all other agreements entered into from time to time by any Mortgagor and Mortgagee or any other provider relating to Hedging Transactions.

**Hedging Transaction:** Any transaction (including an agreement with respect thereto) now existing or hereafter entered into between any Mortgagor and Mortgagee or any other provider which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination

thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

**[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]**



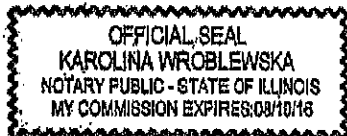
IN WITNESS WHEREOF, the Mortgagor has executed and delivered this Mortgage as of the day and year first above written.

THE VILLA AT LINCOLN PARK  
REALTY, LLC, a Wisconsin limited liability  
company

By: [Signature]  
Name: Benjamin Israel  
Its: Authorized Manager

STATE OF IL )  
COUNTY OF COOK ) ss.

The foregoing instrument was acknowledged before me this 17 day of April, 2015, by Benjamin Israel Manager of THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company on behalf of such company.



[Signature]  
Printed Name: KAROLINA WROBLEWSKA  
Notary Public  
Commission Expires: 8/10/16

## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST ¼ OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 24; RUN THENCE NORTH 87° 37' 11" WEST 535.68 FEET ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 87° 37' 11" WEST 310.00 FEET ON SAID NORTH LINE TO THE EASTERLY LINE OF FUTURE RIGHT OF WAY OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 13° 26' 32" WEST 684.95 FEET PARALLEL AND 70 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 20.00 FEET AND WHOSE CHORD BEARS SOUTH 32° 12' 51" EAST 28.61 FEET; THENCE SOUTHEASTERLY 31.87 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 2508.33 FEET AND WHOSE CHORD BEARS SOUTH 80° 51' 13" EAST 261.08 FEET; THENCE SOUTHEASTERLY 261.19 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHEASTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 54° 48' 10" EAST 39.65 FEET; THENCE NORTHEASTERLY 43.31 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY; THENCE NORTH 13° 26' 32" EAST 514.33 FEET PARALLEL AND 373 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF NORTHWESTERLY CONVEXITY WHOSE RADIUS IS 96.00 FEET AND WHOSE CHORD BEARS NORTH 45° 20' 47" EAST 101.47 FEET; THENCE NORTHEASTERLY 106.91 FEET ON THE ARC OF SAID CURVE; THENCE NORTH 12° 44' 57" WEST 127.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

TAX KEY NO.: 276-00-00-22902-001

COMMON ADDRESS: 1700 CA BECKER DRIVE, RACINE, WISCONSIN 53406

This Document Prepared by  
and after Recording Return to:

Drew J. Scott, Esq.  
Scott & Kraus, LLC  
150 S. Wacker Drive, Suite 2900  
Chicago, Illinois 60606

Document #: **2406324**

Date: 05-01-2015 Time: 02:07:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*

*This space reserved for Recorder's use only.*

### ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES dated as of April 27, 2015 (this "Assignment"), is executed by THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company ("Assignor"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation ("Assignee").

### RECITALS

A. Pursuant to the terms and conditions of a Loan Agreement of even date herewith (the "Loan Agreement") by and between the Assignor and the Assignee, the Assignee has agreed to make loans to the Assignor in the maximum principal amount of \$4,280,000 (the "Loans"). The Loans will be evidenced by separate Promissory Notes executed by the Assignor and made payable to the order of the Assignee totaling the amount of the Loans (the "Notes").

B. A condition precedent to the Assignee's extension of the Loans to the Assignor is the execution and delivery by the Assignor of this Assignment.

### AGREEMENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Grant of Security Interest. The Assignor hereby grants, transfers, sets over and assigns to the Assignee, all of the right, title and interest of the Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together

with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to the Assignee given to secure:

(a) Payment by the Assignor when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to the Assignee by the Assignor under or with respect to the "Loan Documents" (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by the Assignee in enforcing the Assignee's rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of the Assignor or any other obligor to or benefiting the Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of Assignor. The Assignor represents and warrants to the Assignee that:

(a) This Assignment, as executed by the Assignor, constitutes the legal and binding obligation of the Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases of the portion of the Premises owned by it;

(c) Except for Permitted Exceptions, there is no other existing assignment of the Assignor's entire or any part of their interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) The Assignor has not executed any instrument or performed any act which may prevent the Assignee from operating under any of the terms and provisions hereof or which would limit the Assignee in such operation; and

(e) There are no defaults by the landlord and, to the Assignor's knowledge, there are no material defaults by tenants, under any Leases.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

- (a) The Assignor shall not enter into any additional Leases;
- (b) The Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do or suffer to be done anything to impair the security thereof. The Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;
- (c) The Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due, except for security or similar deposits;
- (d) The Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;
- (e) The Assignor shall not modify the terms and provisions of any Lease, nor shall the Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval required or permitted by such terms and provisions, or cancel or terminate any Lease, without the Assignee's prior written consent;
- (f) The Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to the applicable Assignor and the Assignee;
- (g) The Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;
- (h) The Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) The Assignor shall, at their sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of the Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Assignee may appear;

(j) The Assignor shall give prompt notice to the Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) The Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify the Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) The Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) The Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to the Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by the Assignee as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the applicable Assignor and the Assignee. The Assignor hereby assigns any such payment to the Assignee and further covenant and agree that upon the request of the Assignee, they will duly endorse to the order of the Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. **Rights Prior to Default.** Unless or until an "**Event of Default**" (as defined in Section 6 hereof) shall occur and be continuing, the Assignor shall have the right to collect, at the time (but in no event more than 30 days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, the Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** Each of the following shall constitute an "**Event of Default**" under this Assignment:

(a) The Assignor fails to pay any amount payable under this Assignment when any such payment is due in accordance with the terms hereof.

(b) The Assignor fails to perform or observe, or to cause to be performed or observed, any other obligation, covenant, term, agreement or provision required to be performed or observed by the Assignor under this Assignment.

(c) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence and during the continuance of any Event of Default, the Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing the Assignor or any guarantor of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) The Assignee may declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable.

(b) The Assignee may enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which the Assignee deems necessary or proper.

(c) The Assignee may either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to the Assignee, without proof of default hereunder, upon receipt from the Assignee of written notice to thereafter pay all such rents and other amounts to the Assignee and to comply with any notice or demand by the Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and the Assignor shall facilitate in all reasonable ways the Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to the Assignee.

(d) The Assignee may make any payment or do any act required herein of the Assignor in such manner and to such extent as the Assignee may deem necessary, and any amount so paid by the Assignee shall become immediately due and payable by the

Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Funds.** All sums collected and received by the Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Wisconsin Mortgage Foreclosure Law, and, unless otherwise specified in such statute, in such order as the Assignee shall elect in its sole and absolute discretion.

9. **Limitation of the Liability.** Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Premises or from any other act or omission of the Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, or undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment. The Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to the Assignee) and hold the Assignee harmless from and against any and all liability, loss or damage which the Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on the Assignee's part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incur as a result of the Assignee's gross negligence or willful misconduct. Should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Assignee of any of the rights set forth herein or in the Mortgage, shall constitute or be construed as constituting the Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by the Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Assignee under the terms and provisions of such instruments, and the Assignee may exercise any of its or and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by the Assignee



hereunder. The Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by them for the satisfaction of the obligations secured hereby without prejudice to any of the Assignee's rights and powers hereunder.

11. **Further Assurances.** The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Assignee may designate) and shall do or cause to be done such further acts, as the Assignee may request, in order to permit the Assignee to perfect, protect, preserve and maintain the assignment made to the Assignee by this Assignment.

12. **Security Deposits.** The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

13. **Compliance with Law of State.**

(a) If any provision in this Assignment shall be inconsistent with any provision of the applicable laws of the State in which the Premises are located, such laws shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provision of this Assignment that can be construed in a manner consistent with such laws.

(b) If any provision of this Assignment shall grant to the Assignee any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in the Assignee under applicable laws of the State in which the Premises are located in the absence of said provision, the Assignee shall be vested with the powers, rights and remedies granted by such laws to the full extent permitted by law.

14. **Incorporation of Section 12.2 of Loan Agreement.** The provisions of Sections 12.2 of the Loan Agreement are hereby incorporated into and made a part of this Assignment.

15. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Assignee and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

16. **Joint and Several; Successors and Assigns.** The obligations of the Assignor under this Assignment shall be joint and several. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Assignee under this Assignment shall inure to the benefit of the Assignee and its successors and assigns.

17. **Prior Agreements; No Reliance; Modifications.** This Assignment shall represent the entire, integrated agreement between the parties hereto relating to the subject matter

of this Assignment, and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. The Assignor acknowledges they are executing this Assignment without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein. This Assignment and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Assignment.

18. **Duration.** This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

19. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

20. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Assignee, as the case may be, as specified in the Mortgage.

21. **Captions.** The captions and headings of various Sections of this Assignment and exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

22. **Gender and Number.** Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

23. **Counterparts; Electronic Signatures.** This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof. An electronic record of this executed Assignment maintained by the Assignee shall be deemed to be an original.

24. **Construction.** Each party to this Assignment and legal counsel to each party have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

25. **Litigations Provisions.**

(a) **Consent to Jurisdiction.** ASSIGNOR CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, AND OF ANY STATE OR FEDERAL COURT LOCATED OR HAVING

JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED, IN WHICH ANY LEGAL PROCEEDING MAY BE COMMENCED OR PENDING RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS.

(b) Service of Process. ASSIGNOR AGREES THAT PROCESS IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE SERVED ON ASSIGNOR AT ANY LOCATION.

(c) Consent to Venue. ASSIGNOR AGREES THAT ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS MAY BE BROUGHT AGAINST ASSIGNOR IN ANY STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR ANY STATE OR FEDERAL COURT LOCATED OR HAVING JURISDICTION IN THE COUNTY IN WHICH ANY OF THE PREMISES ARE LOCATED. ASSIGNOR WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE FROM ANY SUCH COURT.


(d) No Proceedings in Other Jurisdictions. ASSIGNOR AGREES THAT IT WILL NOT COMMENCE ANY LEGAL PROCEEDING AGAINST THE ASSIGNEE RELATING IN ANY MANNER TO THIS ASSIGNMENT, THE LOANS OR ANY OF THE OTHER LOAN DOCUMENTS IN ANY COURT OTHER THAN A STATE OR FEDERAL COURT LOCATED IN CHICAGO, ILLINOIS, OR IF A LEGAL PROCEEDING IS COMMENCED BY THE ASSIGNEE AGAINST ASSIGNOR IN A COURT IN ANOTHER LOCATION, BY WAY OF A COUNTERCLAIM IN SUCH LEGAL PROCEEDING.

(e) Waiver of Jury Trial. EACH ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN OR ANY OF THE OTHER LOAN DOCUMENTS.

[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]

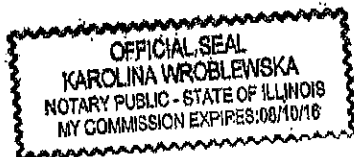
IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment as of the day and year first above written.

THE VILLA AT LINCOLN PARK  
REALTY, LLC, a Wisconsin limited liability  
company

By:   
Name: Benjamin Isaac  
Its: Authorized Manager

STATE OF IL )  
 ) SS.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me 17 April, 2015, by Benjamin Isaac, Manager of THE VILLA AT LINCOLN PARK REALTY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, on behalf of such company.




  
Printed Name: KAROLINA WROBLEWSKA  
Notary Public  
Commission Expires: 8/10/16

EXHIBIT A

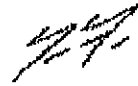
LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST ¼ OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 24; RUN THENCE NORTH 87° 37' 11" WEST 535.68 FEET ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 87° 37' 11" WEST 310.00 FEET ON SAID NORTH LINE TO THE EASTERLY LINE OF FUTURE RIGHT OF WAY OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 13° 26' 32" WEST 684.95 FEET PARALLEL AND 70 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 20.00 FEET AND WHOSE CHORD BEARS SOUTH 32° 12' 51" EAST 28.61 FEET; THENCE SOUTHEASTERLY 31.87 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 2508.33 FEET AND WHOSE CHORD BEARS SOUTH 80° 51' 13" EAST 261.08 FEET; THENCE SOUTHEASTERLY 261.19 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHEASTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 54° 48' 10" EAST 39.65 FEET; THENCE NORTHEASTERLY 43.31 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY; THENCE NORTH 13° 26' 32" EAST 514.33 FEET PARALLEL AND 373 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF NORTHWESTERLY CONVEXITY WHOSE RADIUS IS 96.00 FEET AND WHOSE CHORD BEARS NORTH 45° 20' 47" EAST 101.47 FEET; THENCE NORTHEASTERLY 106.91 FEET ON THE ARC OF SAID CURVE; THENCE NORTH 12° 44' 57" WEST 127.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

TAX KEY NO.: 276-00-00-22902-001

COMMON ADDRESS: 1700 CA BECKER DRIVE, RACINE, WISCONSIN 53406



TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00

\*\*\*The above recording information verifies  
this document has been electronically recorded\*\*\*  
Returned to Chicago Title Waukesha - Escrow  
Pages: 11

This document was prepared by,  
and after recording, return to:

Drew J. Scott, Esq.  
SCOTT & KRAUS, LLC  
150 South Wacker Drive, Suite 2900  
Chicago, IL 60606

TAX KEY NO:

276-00-00-22902-001

Property Address:

1700 CA BECKER DRIVE  
RACINE, WISCONSIN 53406

*This space reserved for Recordors use only*

#### **FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

THIS FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Amendment") dated as of November 30, 2018, is made by THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company (the "Mortgagor"), whose address is c/o Villa Financial Services, 3755 W. Chase Ave., Skokie, Illinois 60076, to and for the benefit of CIBC BANK USA, formerly known as The PrivateBank and Trust Company, an Illinois banking corporation (the "Mortgagee"), having an office at 120 South LaSalle Street, Chicago, Illinois 60603.

#### **WITNESSETH:**

A. Mortgagor and Mortgagee have been parties to the following agreements, documents and instruments, evidencing loans from Mortgagee to Mortgagor (the "Owner Loans"): (i) Loan and Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Second Modification to Loan Documents dated as of April 27, 2018, and that certain First Omnibus Modification to Loan Documents ("First Lincoln Park Omnibus Modification") dated as of even date herewith, each made by and between Mortgagor and Mortgagee (as amended from time to time, the "Owner Loan Agreement"); (ii) Term Note dated as of April 27, 2015 in the principal amount of up to Two Million Two Hundred Eighty Thousand and No/100 Dollars (\$2,280,000) made by Mortgagor in favor of Mortgagee, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "Prior Owner Term Note"); (iii) Capex Note dated as of April 27, 2015 in the principal amount of up to Two Million and No/100 Dollars (\$2,000,000) made by Mortgagor in favor of Mortgagee, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "Prior Owner Capex Note", and together with the Prior Owner Term Note, the "Prior Owner Notes").

B. The Owner Loans are secured by, among other things, that certain (i) Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Mortgage") dated as of April 27, 2015 made by Mortgagor in favor of Mortgagee and recorded with the Office of the Racine County, Wisconsin Register of Deeds (the "Recorder") on May 1, 2015 as Document Number 2406323, and encumbering the certain real property legally described on Exhibit A, attached hereto and made a part hereof (the "Mortgaged Premises"), and (ii) Assignment of Rents and Leases (the "Assignment of Rents") dated as of April 27, 2015 made by Mortgagor in favor of Mortgagee and recorded with the Recorder on May 1, 2015 as Document Number 2406324, encumbering the Mortgaged Premises. The Owner Loan Agreement, First Lincoln Park Omnibus Modification, Prior Owner Notes, Mortgage, Assignment of Rents and the balance of the other Loan Documents (as defined in the Owner Loan Agreement), together with all modifications, amendments, restatements, replacements and substitutions thereto are hereinafter referred to collectively as the "Owner Loan Documents."

C. THE VILLA AT LINCOLN PARK, LLC, a Wisconsin limited liability company ("Operator"), and Mortgagee have been parties to the following agreements, documents and instruments, evidencing loans from Mortgagee to Operator (the "Operator Loans"): (i) Loan and Security Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents dated as of April 25, 2016, that certain Second Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Third Modification to Loan Documents dated as of April 22, 2018 and the First Lincoln Park Omnibus Modification, each made by and between Operator and Mortgagee (collectively, the "Operator Loan Agreement"); and (ii) Promissory Note dated as of April 27, 2015 in the principal amount of up to Six Hundred Thousand and No/100 Dollars (\$600,000), made by Operator in favor of Mortgagee, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "Operator Note");

D. The Operator Loans are secured by, among other things, (i) the Mortgage, and (ii) the Assignment of Rents. The Operator Loan Agreement, First Lincoln Park Omnibus Modification, Operator Note, Mortgage, Assignment of Rents and the balance of the other "Loan Documents" (as defined in the Operator Loan Agreement), together with all modifications, amendments, restatements, replacements and substitutions thereto are hereinafter referred to collectively as the "Operator Loan Documents".

E. THE VILLA AT SOUTH HOLLAND REALTY LLC, an Illinois limited liability company ("South Holland Owner"), and Mortgagee have been parties to the following agreements, documents and instruments, evidencing loans from Mortgagee to South Holland Owner (the "South Holland Owner Loans"): (i) Loan Agreement dated as of September 30, 2016, as amended by that certain First Modification to Loan Documents dated as of September 30, 2017, that certain Second Modification to Loan Documents dated as of June 30, 2018 and that certain First Omnibus Modification to Loan Documents dated as of even date herewith (the "First South Holland Omnibus Modification"), each made by and between South Holland Owner and Mortgagee (collectively, the "South Holland Owner Loan Agreement"); (ii) Term Note dated as September 30, 2016 in the principal amount of up to Twenty-One Million Five Hundred Thousand and No/100 Dollars (\$21,500,000), made by South Holland Owner in favor of Mortgagee, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "South Holland Owner Note"); and (iii) the balance of the "Other Agreements" (as defined in the South Holland Owner Loan Agreement), documents and instruments delivered in connection therewith (collectively referred to herein, and together with any and all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof, as the "South Holland Owner Loan Documents").

F. THE VILLA AT SOUTH HOLLAND LLC, an Illinois limited liability company ("South Holland Operator"), and Mortgagee have been parties to the following agreements, documents and instruments, evidencing loans from Mortgagee to South Holland Operator (the "South Holland Operator Loans"): (i) Second Amended and Restated Loan Agreement dated as of September 30, 2016, as amended by that certain First Modification to Second Amended and Restated Loan Documents dated as of May 31, 2017, that certain Second Modification to Second Amended and Restated Loan Documents dated as of September 30, 2017, that certain Third Modification to Second Amended and Restated Loan Documents dated as of June 30, 2018, that certain Fourth Modification to Second Amended and Restated Loan Documents dated as of September 30, 2018 and the First South Holland Omnibus Modification, each made by and between South Holland Operator and Mortgagee (collectively, the "South Holland Operator Loan Agreement"); (ii) Second Amended and Restated Revolving Note dated as of September 30, 2016 in the maximum principal amount of up to Two Million and No/100 Dollars (\$2,000,000), made by South Holland Operator in favor of Mortgagee, together with all modifications, supplements, amendments, restatements or extensions thereto or thereof (the "South Holland Operator Note"); and (iii) the balance of the "Other Agreements" (as defined in the South Holland Operator Loan Agreement), documents and instruments delivered in connection therewith (collectively referred to herein, and together with any and all amendments, modifications, extensions, renewals, restatements, substitutions or replacements thereof, as the "South Holland Operator Loan Documents").

G. Mortgagee and Mortgagor are agreeable to modify the Owner Loan Agreement and the other Owner Loan Documents subject to the terms and conditions of the First Lincoln Park Omnibus Modification to, among other things, (i) reflect the issuance of a new Converted Term Note dated as of November 30, 2018 made by Owner in favor of Mortgagee in the principal amount of Four Million Two Hundred Seventy-Nine Thousand Nine Hundred Ninety-Nine and 91/100 Dollars (\$4,279,999.91), as a consolidation and restatement of the Prior Owner Notes, and (ii) have the Mortgage and Assignment of Rents secure the obligations of Mortgagor under the Owner Loan Documents, the obligations of Operator under the Operator Loan Documents, the obligations of South Holland Owner under the South Holland Owner Loan Documents, and the obligations of South Holland Operator under the South Holland Operator Loan Documents.

H. Mortgagor and the Mortgagee have agreed to modify the Mortgage and the Assignment of Rents to, among other things, specify the indebtedness secured by the Mortgage and the Assignment of Rents. The term "Mortgage" means the Mortgage as modified and amended by this Amendment, and the term "Assignment of Rents" means the Assignment of Rents as modified and amended by this Amendment.

I. A condition to Mortgagee entering into the First Lincoln Park Omnibus Modification and continuing to make the Loans to the Mortgagor is the Mortgagor's execution of this Amendment.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:



1. **AGREEMENTS.**

1.1 RECITALS. The foregoing Recitals are hereby made a part of this Amendment.

1.2 DEFINITIONS. Capitalized words and phrases used herein without definition shall have the respective meanings ascribed to such words and phrases in the Mortgage.

2. **AMENDMENTS TO MORTGAGE.**

2.1 Amendments to Recitals: The Recitals section of the Mortgage is hereby deleted in its entirety and the following is substituted therefor:

**RECITALS**

A. Pursuant to the terms and conditions of that certain Loan Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Second Modification to Loan Documents dated as of April 27, 2018, and that certain First Omnibus Modification to Loan Documents ("First Lincoln Park Omnibus Modification") dated as of November 30, 2018 (collectively, and as may be further amended from time to time, the "Owner Loan Agreement"), each made by and between the Mortgagor and the Mortgagee, the Mortgagee has agreed to continue to make loans to the Mortgagor in the maximum principal amount of \$4,279,999.91 (the "Owner Loan").

B. The Owner Loan will be evidenced by that certain Converted Term Note dated as of November 30, 2018, executed by the Mortgagor and made payable to the order of the Mortgagee totaling the amount of the Owner Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "Owner Note"), and due on the Maturity Date as described and defined in the Owner Loan Agreement (the "Maturity Date"), except as it may be accelerated pursuant to the terms hereof, of the Owner Note, the Owner Loan Agreement or any of the other Loan Documents (as defined in the Owner Loan Agreement) (collectively, the "Owner Loan Documents").

C. Pursuant to the terms of that certain Loan and Security Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents dated as of April 25, 2016, that certain Second Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Third Modification to Loan Documents dated as of April 22, 2018, and the First Lincoln Park Omnibus Modification (collectively, and as may be further amended from time to time, the "Operator Loan Agreement"), by and between The Villa at Lincoln Park, LLC, a Wisconsin limited liability company ("Operator"), and together with the Mortgagor, the "Lincoln Park Borrowers", the Mortgagee, has agreed to continue to make revolving loans to the Operator in the aggregate maximum principal amount of \$600,000.00 (the "Operator Loan").

D. The Operator Loan is evidenced by that certain Promissory Note dated as of April 27, 2015 executed by the Operator and made payable to the order of the Mortgagee totaling the amount of the Operator Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "Operator

Note"), and due on the Maturity Date (as defined in the Operator Loan Agreement), except as they may be accelerated pursuant to the terms hereof, the Operator Note, the Operator Loan Agreement or any of the other Loan Documents (as defined in the Operator Loan Agreement) (collectively, the "Operator Loan Documents").

E. Pursuant to the terms and conditions of that certain Loan Agreement dated as of September 30, 2016, as amended by that certain First Modification to Loan Documents dated as of September 30, 2017, that certain Second Modification to Loan Documents dated as of June 30, 2018 and that certain First Omnibus Modification to Loan Documents (the "First South Holland Omnibus Modification") dated as of November 30, 2018 (collectively, and as may be further amended from time to time, the "South Holland Owner Loan Agreement"), each made by and between The Villa at South Holland Realty LLC, an Illinois limited liability company ("South Holland Owner"), and the Mortgagee, the Mortgagee has agreed to continue to make loans to South Holland Owner in the maximum principal amount of \$21,500,000.00 (the "South Holland Owner Loan").

F. The South Holland Owner Loan is evidenced by that certain Term Note dated as September 30, 2016 executed by South Holland Owner and made payable to the order of the Mortgagee totaling the amount of the South Holland Owner Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "South Holland Owner Note"), and due on the Maturity Date (as defined in the South Holland Owner Loan Agreement), except as it may be accelerated pursuant to the terms hereof, the South Holland Owner Note, the South Holland Owner Loan Agreement or any of the other Loan Documents (as defined in the South Holland Owner Loan Agreement) (collectively, the "South Holland Owner Loan Documents").

G. Pursuant to the terms of that certain Second Amended and Restated Loan Agreement dated as of September 30, 2016, as amended by that certain First Modification to Second Amended and Restated Loan Documents dated as of May 31, 2017, that certain Second Modification to Second Amended and Restated Loan Documents dated as of September 30, 2017, that certain Third Modification to Second Amended and Restated Loan Documents dated as of June 30, 2018, that certain Fourth Modification to Second Amended and Restated Loan Documents dated as of September 30, 2018 and the First South Holland Omnibus Modification (collectively, and as may be further amended from time to time, the "South Holland Operator Loan Agreement"), and collectively with the South Holland Owner Loan Agreement, the Owner Loan Agreement and the Operator Loan Agreement, the "Loan Agreement"), each made by and between The Villa at South Holland LLC, an Illinois limited liability company ("South Holland Operator"), and collectively with the Mortgagor and the Lincoln Park Borrowers, the "Borrowers"), the Mortgagee, has agreed to continue to make revolving loans to the South Holland Operator in the aggregate maximum principal amount of \$2,000,000.00 (the "South Holland Operator Loan", and collectively with the South Holland Owner Loan, Owner Loan and Operator Loan, the "Loans").

H. The South Holland Operator Loan is evidenced by that certain Second Amended and Restated Revolving Note dated as of September 30, 2016

executed by the South Holland Operator and made payable to the order of the Mortgagee totaling the amount of the South Holland Operator Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "South Holland Operator Note", and collectively with the South Holland Owner Note, Owner Note and Operator Note, the "Notes"), and due on the Maturity Date (as defined in the South Holland Operator Loan Agreement), except as they may be accelerated pursuant to the terms hereof, of the South Holland Operator Note or the South Holland Operator Loan Agreement or any of the other Loan Documents (as defined in the South Holland Operator Loan Agreement) (the "South Holland Operator Loan Documents", and collectively with the South Holland Owner Loan Documents, the Owner Loan Documents and the Operator Loan Documents, the "Loan Documents"). All capitalized terms used and not otherwise defined in this Mortgage shall have the same meanings as in the Loan Agreement.

I. A condition precedent to Mortgagee's extension of the Loans to the respective Borrowers is the execution and delivery by the Mortgagor of this Mortgage.

2.2 Maximum Indebtedness. Section 34(l) of the Mortgage is hereby deleted in its entirety and the following is substituted therefor:

(l) Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed \$56,759,999.80; provided, however, in no event shall the Mortgagee be obligated to advance funds in excess of the face amount of the Notes.

### 3. AMENDMENTS TO ASSIGNMENT OF RENTS.

3.1 Amendments to Recitals: The Recitals section of the Assignment of Rents is hereby deleted in its entirety and the following is substituted therefor:

A. Pursuant to the terms and conditions of that certain Loan Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Second Modification to Loan Documents dated as of April 27, 2018, and that certain First Omnibus Modification to Loan Documents ("First Lincoln Park Omnibus Modification") dated as of November 30, 2018 (collectively, and as may be further amended from time to time, the "Owner Loan Agreement"), each made by and between the Assignor and the Assignee, the Assignee has agreed to continue to make loans to the Assignor in the maximum principal amount of \$4,279,999.91 (the "Owner Loan").

B. The Owner Loan will be evidenced by that certain Converted Term Note dated as of November 30, 2018, executed by the Assignor and made payable to the order of the Assignee totaling the amount of the Owner Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "Owner Note"), and due on the Maturity Date as described and defined in the Owner Loan Agreement (the "Maturity Date"), except as it may be accelerated pursuant to the terms hereof, of the Owner Note, the Owner Loan Agreement or

any of the other Loan Documents (as defined in the Owner Loan Agreement) (collectively, the "Owner Loan Documents").

C. Pursuant to the terms of that certain Loan and Security Agreement dated as of April 27, 2015, as amended by that certain First Modification to Loan Documents dated as of April 25, 2016, that certain Second Modification to Loan Documents and Waiver dated as of April 23, 2017, that certain Third Modification to Loan Documents dated as of April 22, 2018, and the First Lincoln Park Omnibus Modification (collectively, and as may be further amended from time to time, the "Operator Loan Agreement"), by and between The Villa at Lincoln Park, LLC, a Wisconsin limited liability company ("Operator"), and together with the Assignor, the "Lincoln Park Borrowers", the Assignee, has agreed to continue to make revolving loans to the Operator in the aggregate maximum principal amount of \$600,000.00 (the "Operator Loan").

D. The Operator Loan is evidenced by that certain Promissory Note dated as of April 27, 2015 executed by the Operator and made payable to the order of the Assignee totaling the amount of the Operator Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "Operator Note"), and due on the Maturity Date (as defined in the Operator Loan Agreement), except as they may be accelerated pursuant to the terms hereof, the Operator Note, the Operator Loan Agreement or any of the other Loan Documents (as defined in the Operator Loan Agreement) (collectively, the "Operator Loan Documents").

E. Pursuant to the terms and conditions of that certain Loan Agreement dated as of September 30, 2016, as amended by that certain First Modification to Loan Documents dated as of September 30, 2017, that certain Second Modification to Loan Documents dated as of June 30, 2018 and that certain First Omnibus Modification to Loan Documents (the "First South Holland Omnibus Modification") dated as of November 30, 2018 (collectively, and as may be further amended from time to time, the "South Holland Owner Loan Agreement"), each made by and between The Villa at South Holland Realty LLC, an Illinois limited liability company ("South Holland Owner"), and the Assignee, the Assignee has agreed to continue to make loans to South Holland Owner in the maximum principal amount of \$21,500,000.00 (the "South Holland Owner Loan").

F. The South Holland Owner Loan is evidenced by that certain Term Note dated as September 30, 2016 executed by South Holland Owner and made payable to the order of the Assignee totaling the amount of the South Holland Owner Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "South Holland Owner Note"), and due on the Maturity Date (as defined in the South Holland Owner Loan Agreement), except as it may be accelerated pursuant to the terms hereof, the South Holland Owner Note, the South Holland Owner Loan Agreement or any of the other Loan Documents (as defined in the South Holland Owner Loan Agreement) (collectively, the "South Holland Owner Loan Documents").

G. Pursuant to the terms of that certain Second Amended and Restated Loan Agreement dated as of September 30, 2016, as amended by that

certain First Modification to Second Amended and Restated Loan Documents dated as of May 31, 2017, that certain Second Modification to Second Amended and Restated Loan Documents dated as of September 30, 2017, that certain Third Modification to Second Amended and Restated Loan Documents dated as of June 30, 2018, that certain Fourth Modification to Second Amended and Restated Loan Documents dated as of September 30, 2018 and the First South Holland Omnibus Modification (collectively, and as may be further amended from time to time, the "South Holland Operator Loan Agreement", and collectively with the South Holland Owner Loan Agreement, the Owner Loan Agreement and the Operator Loan Agreement, the "Loan Agreement"), each made by and between The Villa at South Holland LLC, an Illinois limited liability company ("South Holland Operator", and collectively with the Assignor and the Lincoln Park Borrowers, the "Borrowers"), the Assignee, has agreed to continue to make revolving loans to the South Holland Operator in the aggregate maximum principal amount of \$2,000,000.00 (the "South Holland Operator Loan", and collectively with the South Holland Owner Loan, Owner Loan and Operator Loan, the "Loans").

H. The South Holland Operator Loan is evidenced by that certain Second Amended and Restated Revolving Note dated as of September 30, 2016 executed by the South Holland Operator and made payable to the order of the Assignee totaling the amount of the South Holland Operator Loan, as from time to time modified, amended, restated, increased, renewed and extended (the "South Holland Operator Note", and collectively with the South Holland Owner Note, Owner Note and Operator Note, the "Notes"), and due on the Maturity Date (as defined in the South Holland Operator Loan Agreement), except as they may be accelerated pursuant to the terms hereof, of the South Holland Operator Note or the South Holland Operator Loan Agreement or any of the other Loan Documents (as defined in the South Holland Operator Loan Agreement) (the "South Holland Operator Loan Documents", and collectively with the South Holland Owner Loan Documents, the Owner Loan Documents and the Operator Loan Documents, the "Loan Documents"). All capitalized terms used and not otherwise

I. A condition precedent to Assignee's extension of the Loans to the respective Borrowers is the execution and delivery by the Assignor of this Assignment.

4. **CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage and Assignment of Rents shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Mortgagee to this Amendment does not waive Mortgagee's right to require strict performance of the Mortgage and Assignment of Rents as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Amendment shall constitute a satisfaction of any Note or other agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and Assignment of Rents and all parties, makers and endorser to the Notes, including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Amendment. If any person who signed the original Mortgage and Assignment of Rents does not sign this Amendment, then all persons signing below acknowledge that this Amendment is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Amendment or otherwise will not be released by

it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**5. REPRESENTATIONS AND WARRANTIES.** The representations and warranties and all covenants set forth in the Mortgage shall be deemed remade and affirmed effective as of the date hereof by Mortgagor, except that any and all references to the Mortgage in such representations, warranties and covenants shall be deemed to include this Amendment.

**6. EFFECTUATION.** The amendments to the Mortgage and the Assignment of Rents contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

**7. PAYMENT OF RECORDING CHARGES, INTEREST, FEES AND COSTS.** Mortgagor agrees to pay all costs and fees of Mortgagee incurred or charged in the preparation and execution of this Amendment including recording and title charges, if any.

(Signature page follows.)

IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

MORTGAGOR:

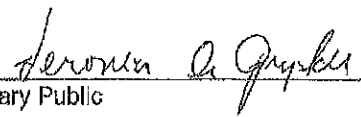
THE VILLA AT LINCOLN PARK REALTY, LLC, a  
Wisconsin limited liability company

By:   
Name: Benjamin Israel  
Its: Manager

STATE OF ILLINOIS                    )  
  )    SS  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Benjamin Israel, personally known to me to be the Manager of THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of such company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this January 29, 2019.

  
Notary Public

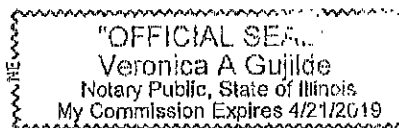


EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST ¼ OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 24; RUN THENCE NORTH 87° 37' 11" WEST 535.68 FEET ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 87° 37' 11" WEST 310.00 FEET ON SAID NORTH LINE TO THE EASTERLY LINE OF FUTURE RIGHT OF WAY OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 13° 26' 32" WEST 684.95 FEET PARALLEL AND 70 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 20.00 FEET AND WHOSE CHORD BEARS SOUTH 32° 12' 51" EAST 28.61 FEET; THENCE SOUTHEASTERLY 31.87 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 2508.33 FEET AND WHOSE CHORD BEARS SOUTH 80° 51' 13" EAST 261.08 FEET; THENCE SOUTHEASTERLY 261.19 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHEASTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 54° 48' 10" EAST 39.65 FEET; THENCE NORTHEASTERLY 43.31 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY; THENCE NORTH 13° 26' 32" EAST 514.33 FEET PARALLEL AND 373 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF NORTHWESTERLY CONVEXITY WHOSE RADIUS IS 96.00 FEET AND WHOSE CHORD BEARS NORTH 45° 20' 47" EAST 101.47 FEET; THENCE NORTHEASTERLY 106.91 FEET ON THE ARC OF SAID CURVE; THENCE NORTH 12° 44' 57" WEST 127.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

TAX KEY NO.: 276-00-00-22902-001

COMMON ADDRESS: 1700 CA BECKER DRIVE, RACINE, WISCONSIN 53406



Document #: 2406325

Date: 05-01-2015 Time: 02:07:00 PM Pages: 11

Fee: \$30.00 County: RACINE State: WI

Requesting Party: Chicago Title Company - SPS Wisconsin

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*

THIS INSTRUMENT WAS PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:

Drew Scott, Esq.  
Scott & Kraus, LLC  
150 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606

TAX KEY NO.: 276-00-00-22902-001

Property Address:  
1700 CA Becker Drive,  
Racine, Wisconsin 53406

#### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of April 27, 2015, by and between (i) THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (the "Lender"), having its principal place of business at 120 South LaSalle Street, Chicago, Illinois 60603, (ii) THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company (the "Landlord"), having its principal place of business at 1700 CA Becker Drive, Racine, Wisconsin 53406, and (iii) and THE VILLA AT LINCOLN PARK, LLC, a Wisconsin limited liability company (the "Tenant"), having its principal place of business 3755 W. Chase Ave., Skokie, IL 60076.

#### BACKGROUND

A. The Landlord and Tenant have entered into that certain Lease Agreement (together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated April 1, 2015 pursuant to which the Tenant has leased certain premises (the "Leased Premises") of that certain tract of land which is improved with a skilled nursing home facility ("Building"), situated in the County of Racine, located at 1700 CA Becker Drive, Racine, Wisconsin 53406 (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "A" attached hereto and made a part hereof.

B. Pursuant to that certain Loan Agreement of even date herewith (the "Loan Agreement") by and between Landlord and Lender, and the other Loan Documents (as defined in the Loan Agreement), Lender is providing loans in the aggregate amount of \$4,280,000 and such loans are cross-collateralized and cross-defaulted with those certain revolving loans in the aggregate amount of \$600,000.00, pursuant to the Loan and Security Agreement between Tenant and Lender of even date herewith, as amended (collectively the "Loans"). Any capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

The Lender is the mortgagee under the Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as the date hereof, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate and secures the Loans.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.
4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
5. The Lender agrees that so long as the Tenant is not in default under the Lease:
  - (a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and
  - (b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term

thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender an additional thirty (30) day period to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure and the pursuit of such cure does not materially interfere with Tenant's occupancy and use of the Real Estate. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security deposit not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender:                   The PrivateBank and Trust Company  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Amy K. Hallberg

With a copy to:           Scott & Kraus, LLC  
150 South Wacker Drive, Suite 2900  
Chicago, Illinois 60606  
Attention: Drew Scott, Esq.

To Landlord:               c/o Villa Financial Services  
3755 W. Chase Ave.  
Skokie, IL 60076  
Attention: Benjamin Israel

With a copy to: Much Shelist, P.C.  
191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Attention: Abraham J. Stern, Esq.

To Tenant: c/o Villa Financial Services  
3755 W. Chase Ave.  
Skokie, IL 60076  
Attention: Benjamin Israel

With a copy to: Much Shelist, P.C.  
191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Attention: Abraham J. Stern, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Wisconsin.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

12. The Lender is hereby authorized to rely upon and accept as an original this Agreement, any Loan Documents or other communication which is sent to the Lender by facsimile, telegraphic or other electronic transmission (each, a "Communication") which the Lender in good faith believes has been signed by Tenant and Landlord and has been delivered to the Lender by a properly authorized representative of the Tenant and Landlord, whether or not that is in fact the case. Notwithstanding the foregoing, the Lender shall not be obligated to accept any such Communication as an original and may in any instance require that an original document be submitted to the Lender in lieu of, or in addition to, any such Communication.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

LENDER:

THE PRIVATEBANK AND TRUST COMPANY,  
an Illinois banking corporation

By: Aimee St. Pierre  
Aimee St. Pierre, Managing Director

LANDLORD:

THE VILLA AT LINCOLN PARK REALTY,  
LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Manager

TENANT:

THE VILLA AT LINCOLN PARK, LLC, a  
Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Manager

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written,

LENDER:

THE PRIVATEBANK AND TRUST COMPANY,  
an Illinois banking corporation

By:

Amy K. Hallberg, Managing Director

LANDLORD:

THE VILLA AT LINCOLN PARK REALTY,  
LLC, a Wisconsin limited liability company

By:

Name: Benjamin Israel  
Its Authorized Manager

TENANT:

THE VILLA AT LINCOLN PARK, LLC, a  
Wisconsin limited liability company

By:

Name: Benjamin Israel  
Its Authorized Manager

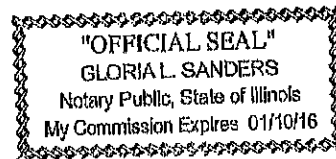


STATE OF ILLINOIS                    )  
  )    SS  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Aimee St. Pierre personally known to me to be a Managing Director of  
THE PRIVATEBANK AND TRUST COMPANY, whose name is subscribed to the within  
instrument, appeared before me this day in person and acknowledged that as such officer he  
signed and delivered the said instrument as his free and voluntary act and as the free and  
voluntary act of said bank, for the uses and purposes therein set forth and pursuant to such bank's  
authority.

GIVEN under my hand and Notarial Seal this 22nd April, 2015.

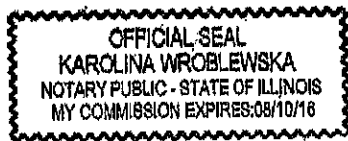
Gloria L. Sanders  
Notary Public



STATE OF IL )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin B. Paul personally known to me to be a Manager of THE VILLA AT LINCOLN PARK REALTY, LLC, a Wisconsin limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this April 17, 2015.

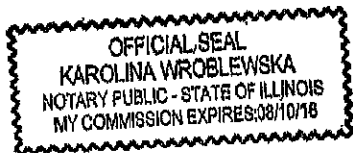


Karolina Wroblewska  
Notary Public

STATE OF IL )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin B. Paul personally known to me to be a Manager of THE VILLA AT LINCOLN PARK, LLC, a Wisconsin limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Manager of such company, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and pursuant to such company's authority.

GIVEN under my hand and Notarial Seal this April 17, 2015.



Karolina Wroblewska  
Notary Public

## SCHEDULE A

### LEGAL DESCRIPTION

#### PARCEL 2:

THAT PART OF THE NORTHWEST ¼ OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 24; RUN THENCE NORTH 87° 37' 11" WEST 535.68 FEET ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE NORTH 87° 37' 11" WEST 310.00 FEET ON SAID NORTH LINE TO THE EASTERLY LINE OF FUTURE RIGHT OF WAY OF STATE TRUNK HIGHWAY "31"; THENCE SOUTH 13° 26' 32" WEST 684.95 FEET PARALLEL AND 70 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 20.00 FEET AND WHOSE CHORD BEARS SOUTH 32° 12' 51" EAST 28.61 FEET; THENCE SOUTHEASTERLY 31.87 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHWESTERLY CONVEXITY WHOSE RADIUS IS 2508.33 FEET AND WHOSE CHORD BEARS SOUTH 80° 51' 13" EAST 261.08 FEET; THENCE SOUTHEASTERLY 261.19 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF COMPOUND CURVATURE OF A CURVE OF SOUTHEASTERLY CONVEXITY WHOSE RADIUS IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 54° 48' 10" EAST 39.65 FEET; THENCE NORTHEASTERLY 43.31 FEET ON THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY; THENCE NORTH 13° 26' 32" EAST 514.33 FEET PARALLEL AND 373 FEET EASTERLY MEASURED AT RIGHT ANGLES TO CENTERLINE OF SAID HIGHWAY "31" TO A POINT OF CURVATURE OF A CURVE OF NORTHWESTERLY CONVEXITY WHOSE RADIUS IS 96.00 FEET AND WHOSE CHORD BEARS NORTH 45° 20' 47" EAST 101.47 FEET; THENCE NORTHEASTERLY 106.91 FEET ON THE ARC OF SAID CURVE; THENCE NORTH 12° 44' 57" WEST 127.76 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN.

TAX KEY NO.: 276-00-00-22902-001

COMMON ADDRESS: 1700 CA BECKER DRIVE, RACINE, WISCONSIN 53406