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2019-024996
STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
11/08/2019 08:30 AM
CHUCK HARRIS, RECORDER
REC FEE: 25.00
PAGES: 22

PREPARED BY AND WHEN RECORDED MAIL TO:

Goldman Sachs Bank USA,
a New York chartered bank
c/o Genesis Capital, LLC
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700,
Sherman Oaks, CA 91403

2019-077165
2019 Nov 12 9:17 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

APN(S): See Schedule 1

FOR RECORDER'S USE ONLY

**CROSS-COLLATERALIZATION AGREEMENT
AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS**

THIS CROSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS (this "Agreement") is made and entered into as of June 7, 2019, by and between APEX NATIONAL REAL ESTATE LLC, an Illinois limited liability company ("Borrower"), with an address of 954 West Washington Boulevard, Chicago, IL 60607, and GOLDMAN SACHS BANK USA, a New York chartered bank ("Secured Party"), with an address of c/o Genesis Capital, LLC, ATTENTION LENDING DEPARTMENT, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403.

Document is
NOT OFFICIAL!
RECITALS

This Document is the property of
the Lake County Recorder

WHEREAS, pursuant to the terms of certain loan agreements (collectively, the "Existing Loan Agreements"), Secured Party has made certain loans to Borrower (collectively, "Existing Loans" and each, an "Existing Loan") in the original principal amounts set forth on Schedule 1 attached hereto.

WHEREAS, each Existing Loan is secured by a mortgage or other similar security instrument (each, an "Existing Security Instrument," and collectively, the "Existing Security Instruments") that encumbers the applicable property identified on Schedule 1 attached hereto and the other real and personal property included within the definition of "Property" set forth in such Existing Security Instrument (each, an "Existing Mortgaged Property," and collectively, the "Existing Mortgaged Properties").

WHEREAS, each Existing Security Instrument was recorded in the Official Records of the county in which such Existing Mortgaged Property is located as set forth on Schedule 1 attached hereto.

WHEREAS, Secured Party made an additional loan to Borrower in the original principal amount of **Three Hundred Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$318,750.00)** (the "Additional Loan," and together with the Existing Loans, collectively, the "Loans," and each, a "Loan") pursuant to that certain Construction Loan Agreement, dated as of June 6, 2019 (the "Additional Loan Agreement", and together with the Existing Loan Agreements, collectively, the "Loan Agreements", and each, a "Loan Agreement").

WHEREAS, the Additional Loan is secured by that certain Construction Mortgage recorded in the real property records of Cook County, State of Illinois, prior to the recording of this Agreement

84921c inv.

1820801337 #2500

**CTIC Has made an accomodation
recording of the instrument.**

JAB

574677v5 Indiana

CHICAGO TITLE INSURANCE COMPANY

(the “**Additional Security Instrument**”, and together with the Existing Security Instruments, collectively, the “**Security Instruments**” and each, a “**Security Instrument**”).

WHEREAS, the Additional Security Instrument encumbers the property identified on Schedule 2 attached hereto and the other real and personal property included within the definition of “Property” set forth in the Additional Security Instrument (the “**Additional Mortgaged Property**”, and together with the Existing Mortgaged Properties, collectively, the “**Mortgaged Properties**”, and each, a “**Mortgaged Property**”).

WHEREAS, Borrower acknowledges that Secured Party was willing to make the Additional Loan only if Borrower agreed to the terms and conditions of this Agreement and the other Loan Documents, which provide, among other things, that each Mortgaged Property will serve as collateral for each of the Loans (collectively, the “**Cross-Collateralization**”).

WHEREAS, Borrower further acknowledges that the benefits derived by Borrower from the Cross-Collateralization are equivalent to the burdens imposed upon Borrower and the Mortgaged Properties by the Cross-Collateralization, notwithstanding that the Additional Loan and the Existing Loans may be of differing amounts.

AGREEMENT

NOW, THEREFORE, in consideration of the making of the Additional Loan by Secured Party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms will have the meanings indicated:

(a) “**Business Day**” means a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Secured Party are open to the public for carrying on substantially all of Secured Party’s business functions. Unless specifically referenced in this Agreement as a Business Day, all references to “days” shall be to calendar days.

(b) “**Enforcement Action**” means a judicial or, where permitted, a non-judicial foreclosure of or trustee’s sale under any Security Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.

(c) “**Fraudulent Transfer Laws**” means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

(d) “**Indebtedness**” means the Loans and other indebtedness evidenced by any promissory notes issued in the connection with the Loan Agreements.

(e) “**Loan Documents**” means, with respect to each Loan, the Loan Agreement, the Security Instrument and any other documents, agreements, or instruments which are hereafter executed by Borrower and/or any other person or entity in connection with the Loan.

(f) **“Total Indebtedness”** means the aggregate of the Indebtedness related to all of the Loans and all other indebtedness and obligations, whether now existing or hereafter arising, of Borrower to Secured Party.

(g) **“Total Loan Documents”** means all of the Loan Documents for the Loans.

2. Obligations Absolute; Existing Indebtedness. Borrower acknowledges and agrees as follows

(a) Secured Party, at its option, may treat the Additional Loan or the Existing Loans as separate and independent obligations of Borrower, or may treat some or all of the Loans, and all or any part of the Total Indebtedness as a single, integrated indebtedness of Borrower.

(b) No invalidity, irregularity or unenforceability of any portion of the Total Indebtedness will affect, impair or be a defense to the recovery by Secured Party of any other portion of the Total Indebtedness.

(c) Each Security Instrument secures the obligation of Borrower to pay the Total Indebtedness.

(d) Each Mortgaged Property secures the Total Indebtedness without apportionment or allocation of any Mortgaged Property or any portion of any Mortgaged Property (except that the Total Indebtedness may be apportioned among the Mortgaged Properties for the sole and limited purpose of determining the amount of transfer or recordation taxes or documentary stamps required in connection with recordation of this Agreement and the Security Instruments).

(e) If Borrower fails to pay fully, when due, any amount payable to Secured Party under this Agreement or any Loan Document, then Secured Party may elect, in its discretion, to recover such amount from the value of each of the Mortgaged Properties, on a pro rata basis or otherwise, as determined by Secured Party in its sole and absolute discretion.

3. Amendment of Security Instruments. Each Security Instrument is hereby amended to provide that such Security Instrument secures the obligation of Borrower to pay the Total Indebtedness. Borrower hereby irrevocably grants, transfers and assigns to Secured Party the Mortgaged Properties, to secure to Secured Party payment of the Total Indebtedness and performance of the covenants and agreements contained in the Total Loan Documents.

4. Events of Default. Each of the following events will constitute an **“Event of Default”** under this Agreement:

(a) Borrower defaults or breaches any provision of this Agreement; or

(b) Any event or condition occurs which constitutes an **“Event of Default”** under any of the Loan Documents.

5. Cross-Default. Borrower acknowledges that this Agreement is a **“Loan Document”** as defined in each Loan Agreement and each Security Instrument and agrees that any Event of Default under this Agreement will constitute an **“Event of Default”** or **“Default”** under each Security Instrument and each Loan Agreement.

6. Remedies.

(a) Upon the occurrence of an Event of Default, Secured Party, in its sole and absolute discretion, may exercise either or both of the following remedies, in such order and at such times as Secured Party may elect:

(i) Declare the Total Indebtedness of Borrower immediately due and payable.

(ii) Exercise any or all of Secured Party's rights and remedies under this Agreement, any of the Loan Documents, or applicable law.

(b) Secured Party may exercise its remedies in one or more proceedings, contemporaneously and/or consecutively, as Secured Party determines in its sole discretion. Secured Party may enforce its rights against one or more of the Mortgaged Properties or portions of the Mortgaged Properties in the order and manner as it elects in its sole discretion. The enforcement of any one Security Instrument or any of the other Total Loan Documents will not constitute an election of remedies and will not limit or preclude the enforcement of any other Security Instrument or any other of the Loan Documents, through one or more additional proceedings. Secured Party may bring any action or proceeding, including but not limited to judicial or, where permitted, non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to one or more of the other Mortgaged Properties or any portion of them. In the event it is necessary or convenient for Secured Party to institute a Foreclosure proceeding on any Mortgaged Property in Indiana at the same time there is pending any other action in another jurisdiction relating to the same Indebtedness, then to the fullest extent permitted by applicable law, Borrower waives the provisions of Indiana Code Section 32-30-10-10.

(c) Borrower, for itself and for any and all Persons now or in the future holding or claiming any lien on, or security interest in, or other interest or right of any nature in or to any of the Mortgaged Property, unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require Secured Party to enforce or exercise any of Secured Party's rights or remedies under this Agreement, under any Security Instrument, or under any other of the Loan Documents, in any particular manner or order or in any particular state or county, or to apply the proceeds of any Enforcement Action in any particular manner or order. The foregoing waiver includes, without limitation, any and all benefits arising under or referred to in California Civil Code Sections 2845, 2849 and 2850.

(d) No judgment obtained by Secured Party in any proceeding enforcing any of the Loan Documents will merge any of the Total Indebtedness into that judgment, and all Indebtedness that remains unpaid will remain a continuing obligation of Borrower. Notwithstanding any Enforcement Action with respect to any Security Instrument, Borrower will remain bound under this Agreement.

7. Application of Proceeds. Except to the extent otherwise required by applicable law, Secured Party may apply the proceeds of any Enforcement Action to the payment of the Total Indebtedness (including any prepayment premiums) in such order as Secured Party may determine in Secured Party's sole discretion.

8. Adjustment of Obligations. If either (a) Borrower's obligation to pay the Total Indebtedness provided for in this Agreement or the other Total Loan Documents or (b) the amendment set forth in Section 3 becomes subject to avoidance under any Fraudulent Transfer Law, then the Total Indebtedness for which Borrower will be liable and the amount of the Total Indebtedness for which the Mortgaged Properties will constitute security will be limited to the largest amount that would not be subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law.

9. Secured Party's Rights. At any time and from time to time and without the consent of, or notice to, Borrower, without incurring liability to Borrower, and without impairing or releasing Borrower's liability for all or any part of the Total Indebtedness, Secured Party may take any of the following actions:

(a) Change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, all or any part of the Total Indebtedness, any security for all or any part of the Total Indebtedness, or any liability incurred directly or indirectly with respect to all or any part of the Total Indebtedness.

(b) Take and hold security for the payment of the Total Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure all or any part of the Total Indebtedness.

(c) Exercise or refrain from exercising any rights against Borrower or any of the Mortgaged Properties.

(d) Release or substitute any one or more endorsers, guarantors, or other obligors with respect to all or any part of the Total Indebtedness.

(e) Settle or compromise all or any part of the Total Indebtedness, or subordinate the payment of all or any part of the Total Indebtedness to the payment of any liability (whether due or not) of Borrower to its creditors other than Secured Party.

(f) Apply any sums realized to any liability or liabilities of Borrower or any guarantor to Secured Party regardless of what liability or liabilities of Borrower or such guarantor to Secured Party remain unpaid.

(g) Consent to or waive any breach by Borrower of, or any act, omission or default by Borrower under this Agreement or any of the Loan Documents.

10. Reconveyance of Mortgaged Property. Upon Secured Party's release of the liens of any Security Instrument and full reconveyance of any Mortgaged Property encumbered by such Security Instrument, then this Agreement shall no longer apply to such Security Instrument or such Mortgaged Property. For the avoidance of doubt, this Agreement shall continue to apply to any and all remaining Security Instruments that have not been released by Secured Party and all Mortgaged Properties that have not been fully reconveyed by Secured Party.

11. Waivers; Marshalling.

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Borrower waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, and diligence in collecting such obligations.

(b) Notwithstanding the existence of any other security interests in any Mortgaged Property held by Secured Party or by any other party, Secured Party may determine in its discretion whether and the order in which any or all of the Mortgaged Properties or portions thereof will be subjected to the remedies provided in this Agreement and the Total Loan Documents or applicable law. Secured Party may determine in Secured Party's discretion the order in which any or all portions of the Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now or in the future acquires a lien on or security interest or other interest in any of the Mortgaged Properties

unconditionally and irrevocably waives any and all rights to require the marshalling of assets or to require that any of the Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Miscellaneous.

(a) *Amendments.* This Agreement and the other Total Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) *Arbitration; Jury Waiver.* Borrower and Secured Party agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party; provided, however, in the event of an Event of Default by Borrower, Secured Party shall have the unilateral right to exercise its remedies in its sole and absolute discretion, and under such circumstances, Secured Party can choose in its sole discretion to pursue arbitration or not and Borrower hereby waives any right to enforce the arbitration provisions of this Agreement if contrary to the choice of Secured Party. No act to take or dispose of any Mortgaged Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing upon any Mortgaged Property; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code of the State in which the applicable Mortgaged Property is located. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any of the Mortgaged Properties, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Properties, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Secured Party agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, THE PARTIES WAIVE TRIAL BY JURY IN RESPECT OF ANY AND ALL "DISPUTES" AND ANY ACTION ON ANY "DISPUTE." THIS WAIVER SHALL APPLY TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO JUDICIAL REFERENCE OR ARBITRATION, OR IS DEEMED BY THE ARBITRATOR, REFEREE OR ANY COURT WITH JURISDICTION TO BE NOT REQUIRED TO BE DETERMINED BY JUDICIAL REFERENCE OR ARBITRATION, OR NOT SUSCEPTIBLE OF BEING SO DETERMINED. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES AND THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF

THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

(c) *Caption Headings.* Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(d) *Governing Law.* This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions.

(e) *Jurisdiction.* WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER, THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS, BORROWER (A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS WILL BE DEEMED TO PRECLUDE SECURED PARTY FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JURISDICTION.

(f) *No Waiver by Secured Party.* Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Borrower, shall constitute a waiver of any of Secured Party's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Secured Party is required under this Agreement, the granting of such consent by Secured Party in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Secured Party.

(g) *Severability.* If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

(h) *Successors and Assigns.* Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of any of the Mortgaged Properties becomes vested in a person other than Borrower, Secured Party, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Total Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Total Indebtedness.

(i) *Time is of the Essence.* Time is of the essence in the performance of this Agreement.

(j) *Number and Gender.* Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

(k) *Statutes and Regulations.* Any reference in this Agreement to a statute or regulation will include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

(l) *No Partnership.* This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.

(m) *Conflicts.* To the extent this Agreement conflicts with the terms of other Total Loan Documents, this Agreement will govern and control.

(n) *Third Party Beneficiaries.* No creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

(o) *Further Assurances and Corrective Instruments.* To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

(p) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.

(q) *Notices.* Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered on a Business Day (unless otherwise required by law), or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Secured Party informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Secured Party to any Borrower is deemed to be notice given to all Borrowers.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have signed and delivered this Agreement as of the date first set forth above.

BORROWER:

APEX NATIONAL REAL ESTATE LLC,
an Illinois limited liability company

By: 
Matthew Arminio, Authorized Signer

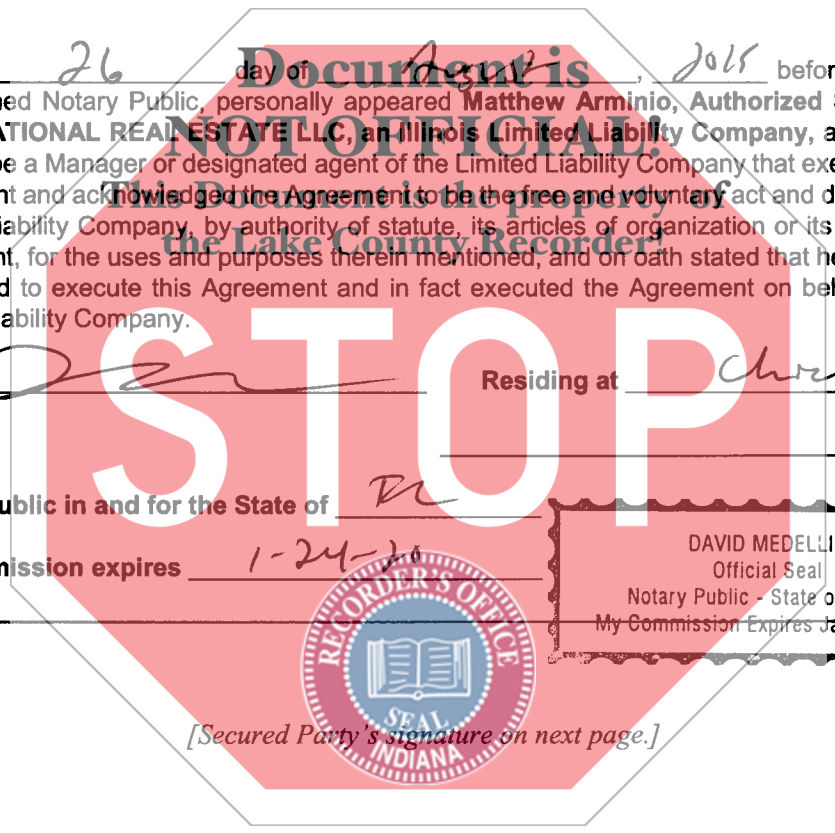
Limited Liability Company ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this 26 day of August, 2015 before me, the undersigned Notary Public, personally appeared **Matthew Arminio, Authorized Signer of APEX NATIONAL REAL ESTATE LLC, an Illinois Limited Liability Company**, and known to me to be a Manager or designated agent of the Limited Liability Company that executed the Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the Limited Liability Company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the Limited Liability Company.

By  Residing at Chicago


Notary Public in and for the State of IL
My commission expires 1-24-20



[Secured Party's signature on next page.]

SECURED PARTY:

GOLDMAN SACHS BANK USA,
a New York chartered bank

By: 
Name: _____
Title: Augusto Giancola
Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____
County of Los Angeles

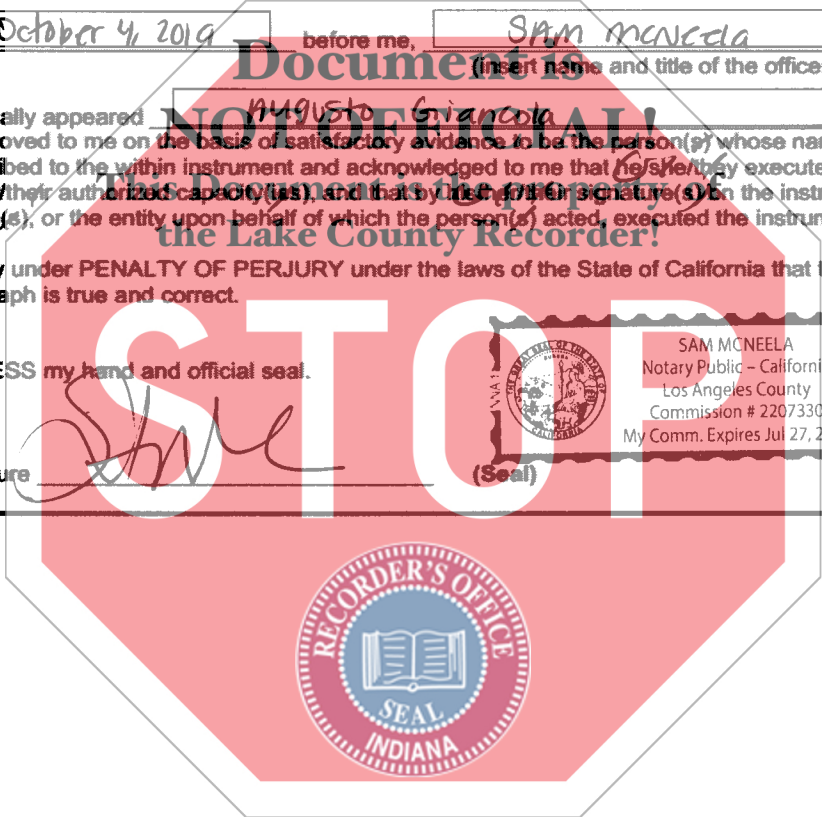
On October 4, 2019 before me, SAM MCNEELA
(insert name and title of the officer)

personally appeared Augusto Giancola
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

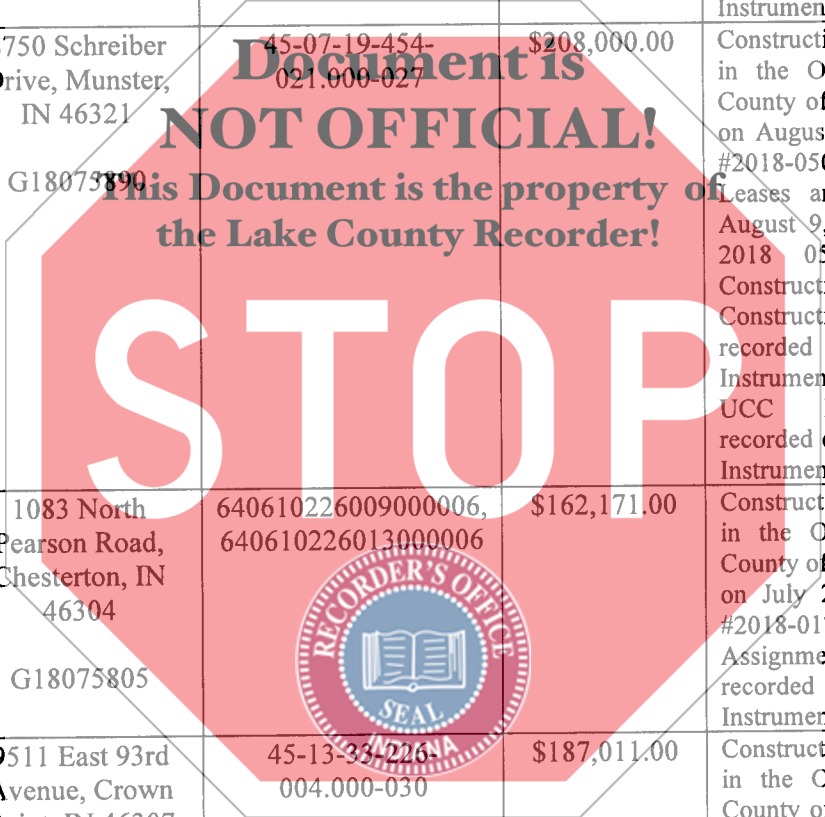
Signature 



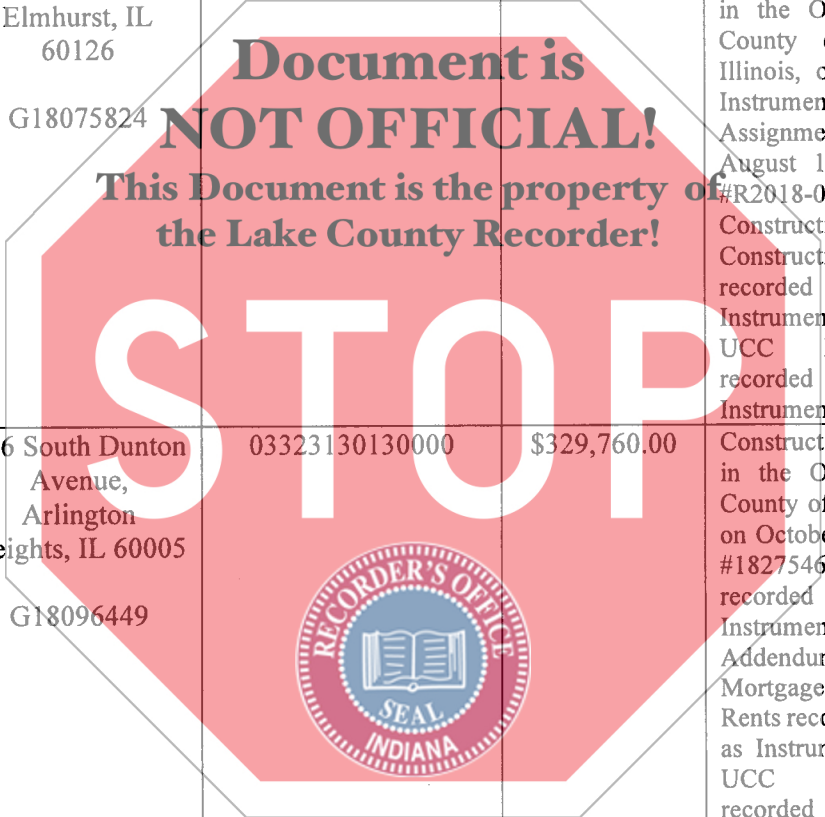
SCHEDULE 1

**SCHEDULE OF EXISTING CROSS-COLLATERALIZED LOANS
AND SECURITY INSTRUMENTS**

| Borrower | Property Address | APN(s) | Loan Amount | Additional Security Instrument |
|-------------------------------|---|---|--------------------|---|
| Apex National Real Estate LLC | 1983 Skyelar Ct, Highland Park, IL 60035 G18012695 | 16-34-412-057-0000 | \$552,600.00 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on February 16, 2018 as Instrument # 7464480; Construction Assignment of Leases and Rents recorded on February 21, 2018 as Instrument # 201800008693; Addendum to Construction Mortgage and Construction Assignment of Rents recorded on February 21, 2018 as Instrument # 201800009235, and UCC Financing Statement recorded on May 18, 2018 as Instrument # 201800026254 |
| Apex National Real Estate LLC | 8750 Schreiber Drive, Munster, IN 46321 G18073890 | 45-07-19-454-021.000-027 | \$208,000.00 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Indiana, on August 9, 2018 as Instrument #2018-050335; Assignment of Leases and Rents recorded on August 9, 2018 as Instrument # 2018 050336; addendum to Construction Mortgage and Construction Assignment of Rents recorded on August 9, 2018 as Instrument #2018 050337; and UCC Financing Statement recorded on February 13, 2019 as Instrument #2019000046. |
| Apex National Real Estate LLC | 1083 North Pearson Road, Chesterton, IN 46304 G18075805 | 640610226009000006, 640610226013000006 | \$162,171.00 | Construction Mortgage recorded in the Official Records of the County of Porter, State of Indiana, on July 27, 2018 as Instrument #2018-017146; and Construction Assignment of Leases and Rents recorded on July 27, 2018 as Instrument #2018-017147. |
| Apex National Real Estate LLC | 9511 East 93rd Avenue, Crown Point, IN 46307 G18064858 | 45-13-33-226-004.000-030 | \$187,011.00 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Indiana, on July 5, 2018 as Instrument #2018-041892; Construction Assignment of Leases and Rents recorded on July 5, 2018 as Instrument #2018-041893; |



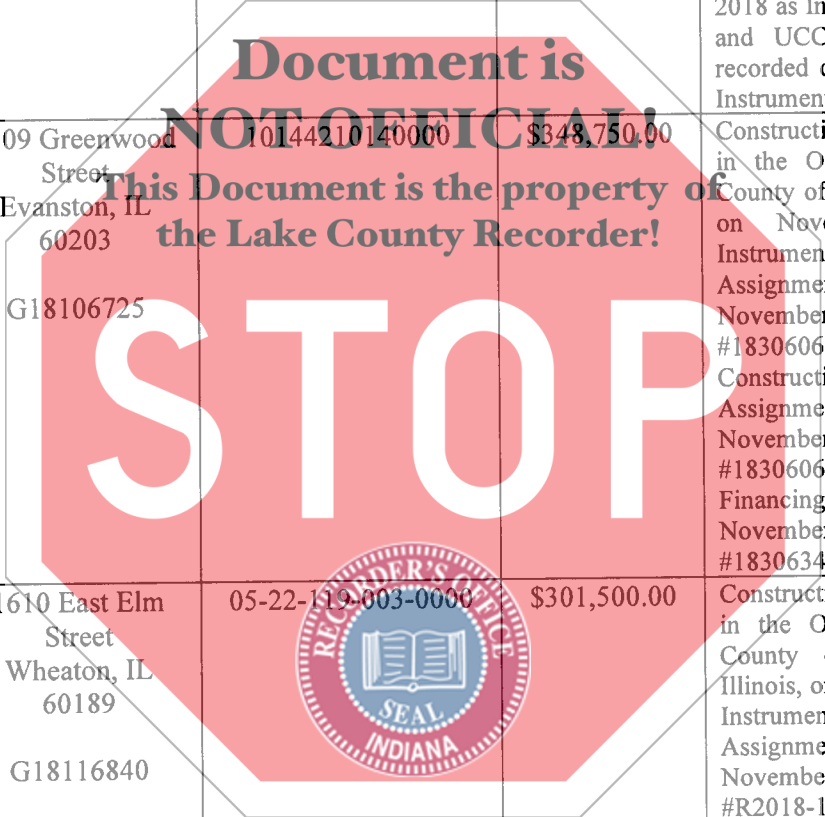
| | | | | |
|-------------------------------|--|----------------|--------------|---|
| | | | | addendum to Construction Mortgage and Construction Assignment of Rents recorded on July 5, 2018 as Instrument #2018-041894; and UCC Financing Statement recorded on July 5, 2018 as Instrument #2018-041895 |
| Apex National Real Estate LLC | 360 North West Avenue, Elmhurst, IL 60126 G18054440 | 03-35-309-006 | \$313,695.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on July 12, 2018 as Instrument #R2018-064181; Construction Assignment of Leases and Rents recorded on July 12, 2018 as Instrument #R2018-064182; Addendum to Construction Mortgage and Construction Assignment of Rents recorded on July 12, 2018 as Instrument #R2018-064183; and UCC Financing Statement recorded on July 12, 2018 as Instrument #R2018-064184 |
| Apex National Real Estate LLC | 428 East Court, Elmhurst, IL 60126 G18075824 | 0601215001 | \$312,642.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on August 17, 2018 as Instrument #R2018-077727; Assignment Rents recorded on August 17, 2018 as Instrument #R2018-077728; Addendum to Construction Mortgage and Construction Assignment of Rents recorded on August 17, 2018 as Instrument #R2018-077729; and UCC Financing Statement recorded on August 17, 2018 as Instrument #R2018-077725 |
| Apex National Real Estate LLC | 806 South Dunton Avenue, Arlington Heights, IL 60005 G18096449 | 03323130130000 | \$329,760.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 2, 2018 as Instrument #1827546098; Assignment Rents recorded on October 2, 2018 as Instrument #1827546099; Addendum to Construction Mortgage and Assignment of Rents recorded on October 2, 2018 as Instrument #1827546100; and UCC Financing Statement recorded on October 2, 2018 as Instrument #1827546101 |
| Apex National Real Estate LLC | 515 West Harrison Avenue, DuPage, IL 60187 | 05-08-415-009 | \$334,485.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on October 2, 2018 as |



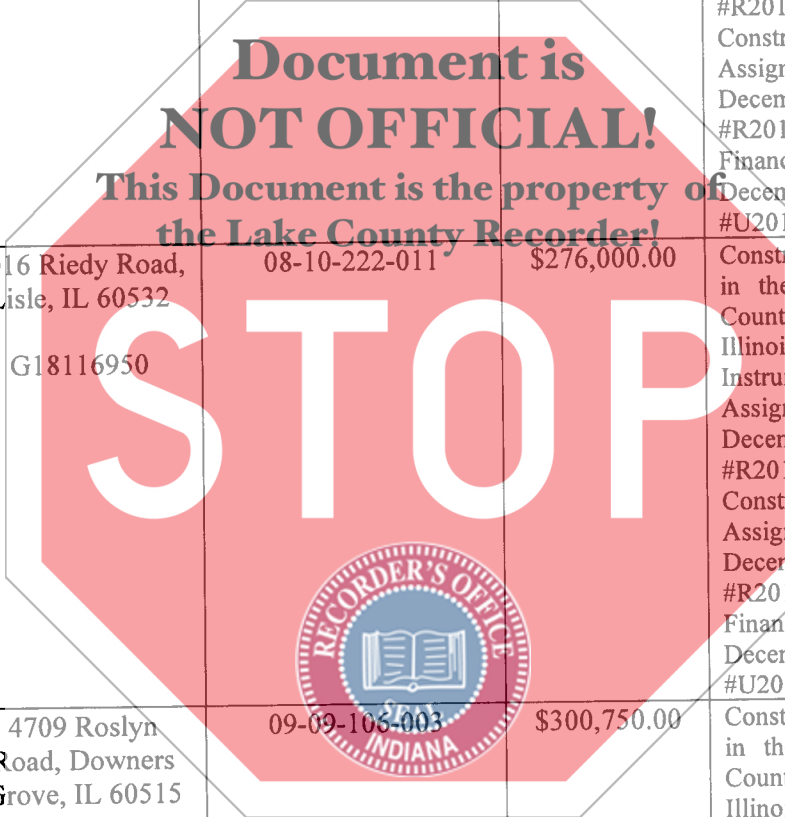
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| | G18096450 | | | Instrument #R2018-092949; Assignment Rents recorded on October 2, 2018 as Instrument #R2018-092950; Addendum to Construction Mortgage and Construction Assignment of Rents recorded on October 2, 2018 as Instrument #R2018-092951; and UCC Financing Statement recorded on October 2, 2018 as Instrument #R2018-092952 |
| Apex National Real Estate LLC | 1042 Whitfield Road Northbrook, IL 60062 G18096451 | 04112190270000 | \$272,205.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 10, 2018 as Instrument #1828306233; Assignment Rents recorded on October 10, 2018 as Instrument #1828306235; Addendum to Construction Mortgage and Assignment of Rents recorded on October 10, 2018 as Instrument #1828306234; and UCC Financing Statement recorded on July 3, 2019 as Instrument #1918406006. |
| Apex National Real Estate LLC | 8544 Greenview Avenue Brookfield, IL 60513 G18096477 | 15-35-315-023-0000 | \$232,000.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 12, 2018 as Instrument #1828557053; Assignment Rents recorded on October 12, 2018 as Instrument #1828557054; Addendum to Construction Mortgage and Assignment of Rents recorded on October 12, 2018 as Instrument #1828557054; and UCC Financing Statement recorded on October 12, 2018 as Instrument #1828557056 |
| Apex National Real Estate LLC | 592 Cedar Avenue Elmhurst, IL 60126 G18106621 | 06-12-409-011 | \$367,500.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on October 18, 2018 as Instrument #R2018-098313; Assignment Rents recorded on October 18, 2018 as Instrument #R2018-098314; Addendum to Construction Mortgage and Assignment of Rents recorded on October 18, 2018 as Instrument #R2018-098315; and UCC Financing Statement recorded on October 18, 2018 as Instrument #R2018-098316 |



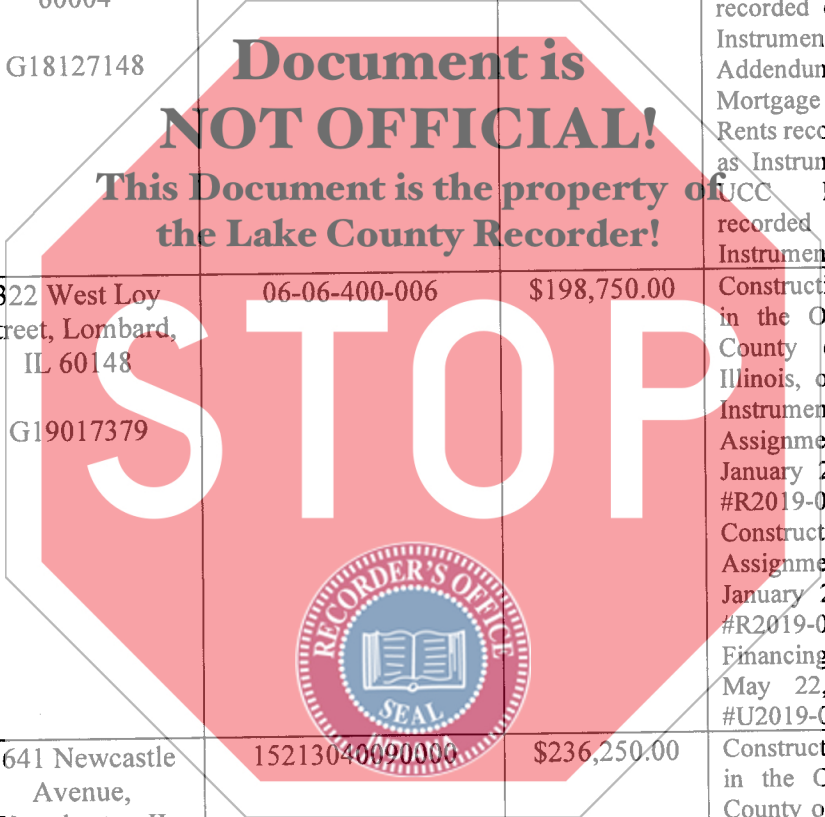
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| Apex National Real Estate LLC | 1123 Meadowcrest Road La Grange Park, IL 60526 G18106622 | 15283120060000 | \$327,109.50 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 30, 2018 as Instrument #1830319521; Assignment Rents recorded on October 30, 2018 as Instrument #1830319522; Addendum to Construction Mortgage and Assignment of Rents recorded on October 30, 2018 as Instrument #1830319523; and UCC Financing Statement recorded on November 15, 2018 as Instrument #1831916023 |
| Apex National Real Estate LLC | 7531 Foster Street Morton Grove, IL 60053 G18106658 | 09-13-207-002-0000 | \$268,158.58 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on October 29, 2018 as Instrument #1830234040; Assignment Rents recorded on October 29, 2018 as Instrument #1830234041; Addendum to Construction Mortgage and Assignment of Rents recorded on October 29, 2018 as Instrument #1830234042; and UCC Financing Statement recorded on October 29, 2018 as Instrument #1830234039 |
| Apex National Real Estate LLC | 3509 Greenwood Street Evanston, IL 60203 G18106725 | 10144210140000 | \$348,750.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on November 2, 2018 as Instrument #1830606175; Assignment Rents recorded on November 2, 2018 as Instrument #1830606176; Addendum to Construction Mortgage and Assignment of Rents recorded on November 2, 2018 as Instrument #1830606177; and UCC Financing Statement recorded on November 2, 2018 as Instrument #1830634077 |
| Apex National Real Estate LLC | 1610 East Elm Street Wheaton, IL 60189 G18116840 | 05-22-119-003-0000 | \$301,500.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on November 20, 2018 as Instrument #R2018-107935; Assignment Rents recorded on November 20, 2018 as Instrument #R2018-107936; Addendum to Construction Mortgage and Assignment of Rents recorded on November 20, 2018 as Instrument #R2018-107937; and UCC Financing Statement recorded on |



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| | | | | November 20, 2018 as Instrument #R2018-107938 |
| Apex National Real Estate LLC | 6029 Grand Avenue, Downers Grove, IL 60516 G18116897 | 09-17-404-008 | \$245,412.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 31, 2018 as Instrument #R2018-118755; Assignment Rents recorded on December 31, 2018 as Instrument #R2018-118756; Addendum to Construction Mortgage and Assignment of Rents recorded on December 31, 2018 as Instrument #R2018-118757; and UCC Financing Statement recorded on December 31, 2018 as Instrument #U2018-000760 |
| Apex National Real Estate LLC | 668 Leslie Ln, Glendale Heights, IL 60139 G18116924 | 02-35-402-050 | \$196,000.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 7, 2018 as Instrument #R2018-112697; Assignment Rents recorded on December 7, 2018 as Instrument #R2018-112698; Addendum to Construction Mortgage and Assignment of Rents recorded on December 7, 2018 as Instrument #R2018-112699; and UCC Financing Statement recorded on December 7, 2018 as Instrument #U2018-000709 |
| Apex National Real Estate LLC | 1016 Riedy Road, Lisle, IL 60532 G18116950 | 08-10-222-011 | \$276,000.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 17, 2018 as Instrument #R2018-115261; Assignment Rents recorded on December 17, 2018 as Instrument #R2018-115622; Addendum to Construction Mortgage and Assignment of Rents recorded on December 17, 2018 as Instrument #R2018-115623; and UCC Financing Statement recorded on December 17, 2018 as Instrument #U2018-000730 |
| Apex National Real Estate LLC | 4709 Roslyn Road, Downers Grove, IL 60515 G18127105 | 09-09-106-003 | \$300,750.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on December 31, 2018 as Instrument #R2018-118651; Assignment Rents recorded on December 31, 2018 as Instrument #R2018-118652; Addendum to Construction Mortgage and |



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| | | | | Assignment of Rents recorded on December 31, 2018 as Instrument #R2018-118653; and UCC Financing Statement recorded on December 31, 2018 as Instrument #U2018-000759 |
| Apex National Real Estate LLC | 951 Brookside Lane, Deerfield, IL 60015 G18127108 | 16-32-218-006-0000 | \$312,726.02 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on January 15, 2019 as Instrument #7537405; Assignment Rents recorded on January 15, 2019 as Instrument #7537406; Addendum to Construction Mortgage and Assignment of Rents recorded on January 15, 2019 as Instrument #7537407; and UCC Financing Statement recorded on January 15, 2019 as Instrument #7537408 |
| Apex National Real Estate LLC | 3132 North Walker Lane East, Arlington Heights, IL 60004 G18127148 | 03-08-206-005-0000 | \$305,059.50 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on January 2, 2019 as Instrument #1900210047; Assignment Rents recorded on January 2, 2019 as Instrument #1900210048; Addendum to Construction Mortgage and Assignment of Rents recorded on January 2, 2019 as Instrument #1900210049; and UCC Financing Statement recorded on January 2, 2019 as Instrument #1900210050 |
| Apex National Real Estate LLC | 322 West Loy Street, Lombard, IL 60148 G19017379 | 06-06-400-006 | \$198,750.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on January 23, 2019 as Instrument #R2019-005408; Assignment Rents recorded on January 23, 2019 as Instrument #R2019-005409; Addendum to Construction Mortgage and Assignment of Rents recorded on January 23, 2019 as Instrument #R2019-005410; and UCC Financing Statement recorded on May 22, 2019 as Instrument #U2019-000325 |
| Apex National Real Estate LLC | 1641 Newcastle Avenue, Westchester, IL 60154 G19027583 | 15213040090000 | \$236,250.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on March 11, 2019 as Instrument #1907016017; Assignment of Rents recorded on March 11, 2019 as Instrument #1907016018; Addendum to Construction |



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| | | | | Mortgage and Assignment of Rents recorded on March 11, 2019 as Instrument #1907016019; and UCC Financing Statement recorded on March 27, 2019 as Instrument #24255409 |
| Apex National Real Estate LLC | 4429 Prospect Avenue, Downers Grove, IL 60515 G19027584 | 09-05-404-044 | \$432,697.50 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on March 5, 2019 as Instrument #R2019-015537; Assignment of Rents recorded on March 5, 2019 as Instrument #R2019-015538; Addendum to Construction Mortgage and Assignment of Rents recorded on March 5, 2019 as Instrument #R2019-015539; and UCC Financing Statement recorded on March 5, 2019 as Instrument #U2019-000139 |
| Apex National Real Estate LLC | 1417 Encina Drive, Naperville, IL 60540 G19027651 | 07-14-314-026-0000 | \$318,750.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on April 4, 2019 as Instrument #R2019-024469; Assignment of Rents recorded on April 4, 2019 as Instrument #R2019-024471; Addendum to Construction Mortgage and Assignment of Rents recorded on April 4, 2019 as Instrument #R2019-024470; and UCC Financing Statement recorded on June 25, 2019 as Instrument #U2019-000402 |
| Apex National Real Estate LLC | 4137 Park Avenue, Brookfield, IL 60513 G19027696 | 18032170250000 | \$181,500.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on March 6, 2019 as Instrument #1906513050; Assignment of Rents recorded on March 6, 2019 as Instrument #1906513051; Addendum to Construction Mortgage and Assignment of Rents recorded on March 6, 2019 as Instrument #1906513052; and UCC Financing Statement recorded on March 6, 2019 as Instrument #1906513053 |
| Apex National Real Estate LLC | 7707 Davis Street, Morton Grove, IL 60053 G18127150 | 09-13-311-003-0000 | \$281,250.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on March 11, 2019 as Instrument #1907041262; Assignment of Rents recorded on March 11, 2019 |



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| | | | | as Instrument #1907041263; Addendum to Construction Mortgage and Assignment of Rents recorded on March 11, 2019 as Instrument #1907041264; and UCC Financing Statement recorded on March 11, 2019 as Instrument #1907041265 |
| Apex National Real Estate LLC | 4048 Western Avenue, Western Springs, IL 60558 G19027829 | 18-06-119-005-0000 | \$356,250.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on March 11, 2019 as Instrument #1907041240; Assignment of Rents recorded on March 11, 2019 as Instrument #1907041241; Addendum to Construction Mortgage and Assignment of Rents recorded on March 11, 2019 as Instrument #1907041242; and UCC Financing Statement recorded on March 11, 2019 as Instrument #1907041243 |
| Apex National Real Estate LLC | 106 North Linden Avenue, Westmont, IL 60559 G19037960 | 09-10-108-017 | \$246,213.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on April 11, 2019 as Instrument #R2019-026538; Assignment of Rents recorded on April 11, 2019 as Instrument #R2019-026539; Addendum to Construction Mortgage and Assignment of Rents recorded on April 11, 2019 as Instrument #R2019-026540; and UCC Financing Statement recorded on April 11, 2019 as Instrument #U2019-000241 |
| Apex National Real Estate LLC | 14472 Twin Lakes Court, Libertyville, IL 60048 G19048148 | 11232020090000 | \$423,750.00 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on May 1, 2019 as Instrument #7558855; Assignment of Rents recorded on May 1, 2019 as Instrument #7558856; Addendum to Construction Mortgage and Assignment of Rents recorded on May 1, 2019 as Instrument #7558857; and UCC Financing Statement recorded on May 1, 2019 as Instrument #7558858 |
| Apex National Real Estate LLC | 2432 South Grove Avenue, Berwyn, IL 60402 G19038058 | 16301110350000 | \$222,210.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on April 29, 2019 as Instrument #1911945039; Assignment of Rents recorded on April 29, 2019 |



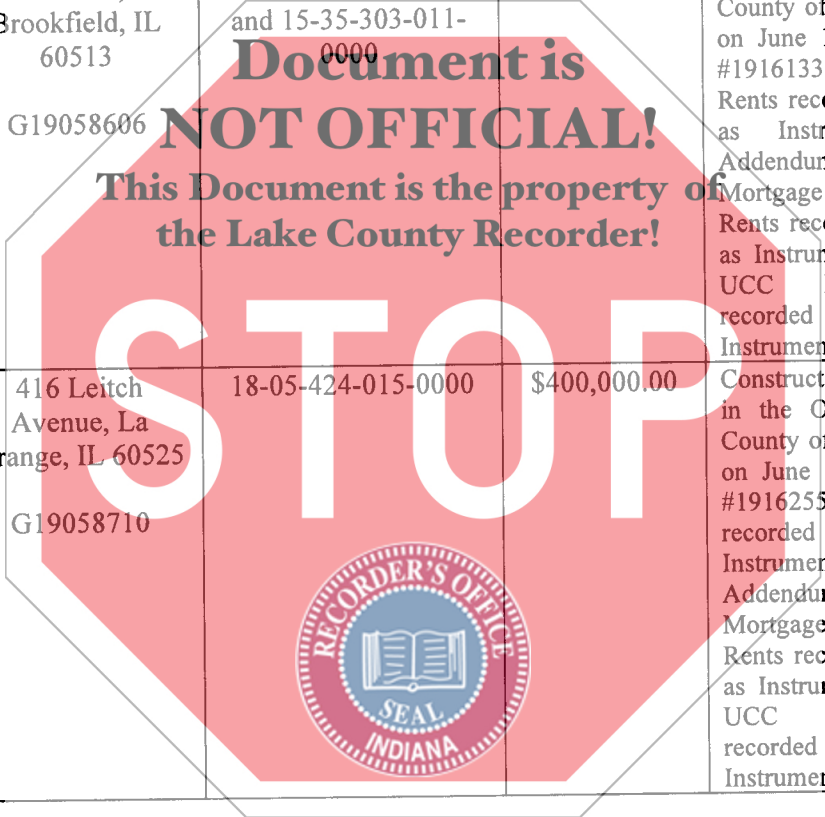
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| | | | | as Instrument #1911945040; Addendum to Construction Mortgage and Assignment of Rents recorded on April 29, 2019 as Instrument #1911945041; and UCC Financing Statement recorded on April 29, 2019 as Instrument #1911945042 |
| Apex National Real Estate LLC | 5337 South Mcvicker Avenue, Chicago, IL 60638 G19048297 | 19-08-323-007-0000 | \$166,814.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on May 8, 2019 as Instrument #1912834073; Assignment of Rents recorded on May 8, 2019 as Instrument #1912834074; Addendum to Construction Mortgage and Assignment of Rents recorded on May 8, 2019 as Instrument #1912834075; and UCC Financing Statement recorded on May 8, 2019 as Instrument #1912834076 |
| Apex National Real Estate LLC | 1511 Clinton Place, River Forest, IL 60305 G19048351 | 15012040210000 | \$451,737.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on May 16, 2019 as Instrument #1913622034; Assignment Rents recorded on May 16, 2019 as Instrument #1913622036; Addendum to Construction Mortgage and Assignment of Rents recorded on May 16, 2019 as Instrument #1913622035; and UCC Financing Statement recorded on May 16, 2019 as Instrument #1913622037. |
| Apex National Real Estate LLC | 1111 Lathrop Avenue, Forest Park, IL 60130 G19048338 | 15-13-315-017-0000 | \$195,000.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on May 21, 2019 as Instrument #1914134068; Assignment Rents recorded on May 21, 2019 as Instrument #1914134070; Addendum to Construction Mortgage and Assignment of Rents recorded on May 21, 2019 as Instrument #1914134069; and UCC Financing Statement recorded on May 21, 2019 as Instrument #1914134071. |
| Apex National Real Estate LLC | 133 South Lincoln Avenue, Mundelein, IL 60060 | 10-25-414-065-0000 | \$153,750.00 | Construction Mortgage recorded in the Official Records of the County of Lake, State of Illinois, on May 23, 2019 as Instrument #7563741; Assignment Rents recorded on May 23, 2019 as |



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| | G19048372 | | | Instrument #7563743; Addendum to Construction Mortgage and Assignment of Rents recorded on May 23, 2019 as Instrument #7563742; and UCC Financing Statement recorded on August 13, 2019 as Instrument #7583696 |
| Apex National Real Estate LLC | 436 Leith Avenue, La Grange, IL 60525 G19048301 | 1805424020000 | \$382,509.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on May 16, 2019 as Instrument #1913633034; Assignment Rents recorded on May 16, 2019 as Instrument #1913633035; Addendum to Construction Mortgage and Assignment of Rents recorded on May 16, 2019 as Instrument #1913633036; and UCC Financing Statement recorded on May 16, 2019 as Instrument #1913633037. |
| Apex National Real Estate LLC | 19 North Broadway Avenue, Park Ridge, IL 60068 G19048352 | 09-27-423-008-0000 | \$401,250.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916313097; Assignment Rents recorded on June 12, 2019 as Instrument #1916313098; Addendum to Construction Mortgage and Assignment of Rents recorded on June 12, 2019 as Instrument #1916313099; and UCC Financing Statement recorded on September 20, 2019 as Instrument #1926328001. |
| Apex National Real Estate LLC | 159 Kenilworth Avenue, Glen Ellyn, IL 60137 G19058510 | 05-15-404-010-0000 | \$346,873.00 | Construction Mortgage recorded in the Official Records of the County of DuPage, State of Illinois, on May 24, 2019 as Instrument #R2019-040288; Assignment of Rents recorded on May 24, 2019 as Instrument #R2019-040289; Addendum to Construction Mortgage and Assignment of Rents recorded on May 24, 2019 as Instrument #R2019-040290; and UCC Financing Statement recorded on May 24, 2019 as Instrument #U2019-000328 |
| Apex National Real Estate LLC | 326 Elm Street, Glenview, IL 60025 G19058513 | 09-12-430-016-0000 | \$405,855.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 11, 2019 as Instrument #1916206178; Assignment Rents recorded on June 11, 2019 as |



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| | | | | Instrument #1916206179; Addendum to Construction Mortgage and Assignment of Rents recorded on June 11, 2019 as Instrument #1916206180; and UCC Financing Statement recorded on June 11, 2019 as Instrument #1916206181 |
| Apex National Real Estate LLC | 3211 Raymond Avenue, Brookfield, IL 60513 G19058570 | 15-34-113-054-0000 | \$233,824.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on May 30, 2019 as Instrument #1915047017; Assignment of Rents recorded on May 30, 2019 as Instrument #1915047018; Addendum to Construction Mortgage and Assignment of Rents recorded on May 30, 2019 as Instrument #1915047019; and UCC Financing Statement recorded on July 3, 2019 as Instrument #1918417149 |
| Apex National Real Estate LLC | 3519 Rosemead Avenue, Brookfield, IL 60513 G19058606 | 15-35-303-009-0000, 15-35-303-010-0000 and 15-35-303-011-0000 | \$262,500.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 10, 2019 as Instrument #1916133395; Assignment of Rents recorded on June 10, 2019 as Instrument #1916133396; Addendum to Construction Mortgage and Assignment of Rents recorded on June 10, 2019 as Instrument #1916133397; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1917649159 |
| Apex National Real Estate LLC | 416 Leitch Avenue, La Grange, IL 60525 G19058710 | 18-05-424-015-0000 | \$400,000.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 11, 2019 as Instrument #1916255502; Assignment Rents recorded on June 11, 2019 as Instrument #1916255503; Addendum to Construction Mortgage and Assignment of Rents recorded on June 11, 2019 as Instrument #1916255504; and UCC Financing Statement recorded on June 25, 2019 as Instrument #1917649195 |



SCHEDULE 2

SCHEDULE OF ADDITIONAL LOAN AND ADDITIONAL SECURITY INSTRUMENT

| Borrower | Property Address | APN(s) | Loan Amount | Additional Security Instrument |
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| Apex National Real Estate LLC | 905 South Tower Drive, Mount Prospect, IL 60056 G19058748 | 08-13-108-011-0000 | \$318,750.00 | Construction Mortgage recorded in the Official Records of the County of Cook, State of Illinois, on June 12, 2019 as Instrument #1916315008; Assignment Rents recorded on June 12, 2019 as Instrument #1916315009; Addendum to Construction Mortgage and Assignment of Rents recorded on June 12, 2019 as Instrument #1916315010; and UCC Financing Statement recorded on June 21, 2019 as Instrument #1917206120 |

