

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or other modified, being hereinafter referred to as this “**Security Instrument**”) is made as of this 20th day of September, 2017, by A [REDACTED] BROOKVIEW LLC, a Delaware limited liability company, having its principal place of business at 55 E Monroe, Suite 3610, Chicago, IL 60603, as mortgagor (“**Borrower**”), for the benefit of TPG [REDACTED] 2 LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands having an address at c/o TPG RE Finance Trust, Inc., 888 Seventh Avenue, 35th Floor, New York, New York 10106, as mortgagee (together with its successors and assigns, collectively, “**Lender**”).

RECITALS:

A. This Security Instrument is given to secure a loan (the “**Loan**”) in the principal sum of up to SIXTY FOUR MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$64,900,000.00) made pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and evidenced by that certain Promissory Note, dated the date hereof, made by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the “**Note**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. Borrower desires to secure the payment of the Debt and the performance of the Other Obligations (hereinafter defined).

C. This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, the Note, and that certain Assignment of Leases and Rents, dated as of the date hereof, made by Borrower in favor of Lender delivered in connection with this Security Instrument (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Assignment of Leases**”), including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, the Assignment of Leases and Rents and all other documents evidencing or securing or otherwise setting out conditions, covenants, representations and/or remedies in favor of the Lender in connection with the funding of the Debt (including all additional mortgages, deeds of trust, deeds to secure debt and assignments of leases and rents) or executed or delivered in connection therewith, are hereinafter referred to collectively as the “**Loan Documents**”).

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument: