

_____, 201__

Re: _____, Illinois (the "Project")

Ladies and Gentlemen:

We have served as [general] [special] [local] counsel to (A) _____, a _____ partnership ("Beneficiary"), the sole beneficiary of _____ ("Trustee"), as Trustee under Trust Agreement dated _____, 20__ (the "Trust Agreement") and known as Trust Number _____ (Trustee acting in its capacity as the trustee under the Trust Agreement referred to herein as "Borrower"), (B) _____ ("General Partner"), general partner of Beneficiary, and (C) _____, a _____ corporation ("Guarantor"), in connection with a mortgage loan in the amount \$ _____ (the "Loan") being made by you ("Lender") to Borrower to finance the Project." All initially capitalized terms used but not defined herein shall have the meanings respectively ascribed to them in the Loan Agreement (defined below).

The following documents (collectively, the "Loan Documents"), each dated as of _____, 20__, unless otherwise stated have been executed and delivered to you with regard to the Loan:

1. Note (the "Note") made by Borrower in the amount of the Loan payable to the order of Lender.
2. Loan Agreement (the "Loan Agreement") between Borrower, Beneficiary and Lender;
3. Mortgage (the "Mortgage") executed by Borrower in favor of Lender, encumbering the Project;
4. Assignment of Rents and Leases executed by Borrower and Beneficiary in favor of Lender;
5. [Collateral Assignment of Beneficial Interest] [Irrevocable Right to Approve Trust Documents] executed by Beneficiary and accepted by Lender and Trustee;
6. Security Agreement executed by Beneficiary in favor of Lender;
7. Uniform Commercial Code Financing Statements (the "Financing Statements") from Borrower and Beneficiary, as debtors, to Lender, as secured party;

8. Environmental Indemnity Agreement executed by Guarantor in favor of Lender;
and

9. Guaranty executed by Guarantor in favor of Lender.

In rendering this opinion we have examined the Loan Documents, the Trust Agreement, the letter of direction pursuant to which Borrower executed those Loan Documents executed by it, certified copies of Beneficiary's partnership agreement [and certificate of limited partnership], certified copies of the articles of incorporation, by-laws and corporate resolutions of Guarantor [and General Partner], certificates of good standing for Guarantor [and General Partner] from the Secretary of State of their respective places of organization, the certificate referred to in qualification A below and such other documents and records pertaining to our clients as in our judgment are necessary or appropriate to enable us to render the opinions expressed below.

For the purposes of this opinion, we have assumed that:

(a) The execution and delivery of all Loan Documents and other documents reviewed by us, and the entry into and performance of the transactions contemplated by the Loan Documents, by all parties other than Borrower, Beneficiary, General Partner and Guarantor have been duly authorized by all necessary actions; the Loan Documents constitute the valid and binding obligations of all parties other than Borrower, Beneficiary, General Partner and Guarantor.

(b) Trustee is a _____, duly organized, validly existing and in good standing in the jurisdiction of its formation, has full power, authority and legal right to act as land trustee under the Trust Agreement and the individuals executing the Trust Agreement and Loan Documents on behalf of Trustee have been duly authorized to do so by all necessary corporation action.

(c) All natural persons who are signatories to the Loan Documents were legally competent at the time of execution; all signatures on the Loan Documents and other documents reviewed by us [on behalf of parties other than Borrower, Beneficiary, General Partner and Guarantor] are genuine; the copies of all documents submitted to us are accurate and complete and conform to originals; all material terms and conditions of the relationship between Borrower, Beneficiary, Guarantor and Lender are correctly and completely reflected in the Loan Documents.

Based upon the foregoing, but subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. The trust created by the Trust Agreement is an Illinois land trust duly formed and validly existing under the laws of the State of Illinois.

2. Beneficiary (a) is a _____ limited partnership and, based solely upon our review of the Trust Agreement, is the owner of the entire beneficial interest and power of direction under the Trust Agreement, subject to Lender's rights under the Loan Documents, (b) is

duly formed, validly existing and in good standing under the laws of the State of Illinois, and (c) is qualified to do business in the State of Illinois.

3. Guarantor is a _____ duly organized, validly existing and in good standing in the state of its incorporation.

4. The Loan Documents (a) have been properly authorized, executed and delivered by or on behalf of Borrower, Beneficiary and Guarantor, as the case may be, (b) constitute the legal, valid and binding obligations of Borrower, Beneficiary and Guarantor, as the case may be, and (c) are enforceable against such parties in accordance with their respective terms.

5. The Borrower, Beneficiary and Guarantor have all requisite corporate or partnership authority, as applicable, to execute and deliver the Loan Documents to which they are a party and to perform their respective obligations thereunder.

6. The execution and delivery of the Loan Documents by the Borrower, Beneficiary or Guarantor, as the case may be, will not: (a) conflict with, constitute an event of default under, or result in a breach of or a violation of the provisions of the Trust Agreement or the organizational documents of Beneficiary, Borrower or Guarantor, (b) result in a violation of any applicable law, statute, ordinance or regulation of the United States or the State of Illinois, or, to our knowledge, in a violation of (i) any judgment, order, writ, injunction, decree or rule of any court, administrative agency or other governmental authority or (ii) any determination or award of any arbitrator, (c) conflict with, constitute an event of default under, or result in a breach of or a violation of the provisions of any agreement or other instrument of which we have knowledge to which Borrower, Beneficiary or Guarantor, as the case may be, are a party, or by which their respective properties or assets are bound, or (d) to our knowledge, result in the creation of any lien, charge or encumbrance on any property or assets of Borrower, Beneficiary or Guarantor, as the case may be, except as contemplated by the Loan Documents.

7. The filing of the Financing Statements with the Recorder of Deeds of _____ County and the Secretary of State of Illinois are the only filings necessary to perfect the security interest in the personal property covered by Article 9 of the Illinois Uniform Commercial Code as described in the Financing Statements (the "Personal Property") which is owned by Borrower or Beneficiary on the date hereof, located in _____ County, Illinois and in which a security interest may be perfected by the filing of financing statements in Illinois.

8. Under the laws of the State of Illinois, the Loan, including the interest reserved in the Note and all fees and charges paid or payable by or on behalf of Borrower or Beneficiary or received or receivable by Lender, is not usurious or violative of any law or regulation of the State of Illinois governing the payment or receipt of interest.

9. No authorizations, approvals or consents of, or filings or registrations with, any governmental or regulatory authority or agency of the State of Illinois or any political subdivision thereof are necessary for the execution and delivery by Borrower, Beneficiary and

Guarantor of the Loan Documents or for the validity or enforceability thereof, except for recording or filing of the Loan Documents, as appropriate.

10. Under choice of law principles applicable under Illinois law, the provisions of the Loan Documents stating that Illinois law shall govern the enforcement of the Loan Documents are enforceable, [so long as the court finds that (i) Illinois bears a reasonable relationship to the transaction contemplated by the Loan Documents and (ii) the enforcement of the Loan Documents in accordance with Illinois law is not dangerous, inconvenient, immoral or contrary to public policy.]

11. To our knowledge, there are no legal or administrative proceedings pending or threatened before any court or governmental agency against Borrower, Beneficiary, [General Partner], or [Guarantor] or affecting the Project.

12. The Borrower has waived its statutory right of redemption in the Mortgage pursuant to 735 ILCS 5/15-1601(b) (1992).

Our opinions are qualified as follows:

A. Wherever we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge, our opinion is based solely on (i) the current actual knowledge of the attorneys currently with the firm who have represented Borrower, Beneficiary, [General Partner] and [Guarantor] in connection with the transactions contemplated by the Loan Documents and of any other attorneys presently in our firm whom we have determined are likely, in the course of representing any of said parties, to have knowledge of the matters covered by this opinion, (ii) the representations and warranties of said parties contained in the Loan Documents, and (iii) the attached certificate of [officer or partner]; we have made no independent investigation as to such factual matters. However, we know of no facts which lead us to believe such factual matters are untrue or inaccurate.

B. Our opinion in Paragraph 4 above is subject to the following:

(i) Your ability to enforce the Loan Documents may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally;

(ii) Enforcement of your rights and remedies may be limited by general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, and in this regard we have assumed that you will exercise your rights and remedies under the Loan Documents in good faith and in circumstances and a manner which are commercially reasonable;

(iii) Certain provisions of the Loan Documents may be rendered unenforceable or limited by applicable laws and judicial decisions but such laws and judicial decisions do not render the Loan Documents invalid as a whole, and

there exist in the Loan Documents or pursuant to applicable law legally adequate remedies for the realization of the principal benefits and security intended to be provided by the Loan Documents; without limiting the foregoing, we bring to your attention that 735 ILCS 5/15-1602(b) (1992) grants a mortgagor the right, which in certain circumstances is exercisable not more than once in any five year period, to cure the default of a loan secured by real estate within certain time periods specified in such statute.

C. If, and to the extent, any of the Loan Documents are construed to provide for the payment of interest on interest, such provisions may be unenforceable under Bowman v. Neely, 137 Ill. 443 (1891) and other cases to the same effect. [While such cases have not been overruled and it is possible that a court would follow such precedent, we believe that such cases are unlikely to be held applicable today in commercial real estate transactions, but render no opinion with respect to such issue.]

[Raise transaction specific exceptions here for matters such as prepayment premium, treatment of loan as debt vs. equity, etc.]

Our opinion is limited to the laws of the United States (except as set forth below) and the laws of the State of Illinois and political subdivisions thereof (as to the matters set forth in Paragraph 9 only) in effect on the date hereof as they presently apply, [except that our opinion does include and address matters of corporate or partnership authority and organization applicable to Delaware corporations or partnerships under Delaware corporation or partnership law.] We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

We express no opinion as to matters of title or priority or perfection of liens or security interests (except as set forth in Paragraph 7) with regard to real and personal property. We understand that, with respect to the real and personal property security interests intended to be created by the Loan Documents and the priority of the liens thereof, you will rely on a title insurance policy and such Uniform Commercial Code and other searches as you deem adequate, and, accordingly, we express no opinion to such matters.

We have not reviewed and do not opine as to: (i) compliance by the Project with applicable zoning, health, safety, building, environmental, land use or subdivision laws, ordinances, codes, rules or regulations, (ii) ERISA laws, rules and regulations, or (iii) Federal or state taxation, banking, securities or “blue sky” laws, rules or regulations.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is rendered solely for your benefit [and that of your participants and assigns] and no other person or entity shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned.

[This opinion is to be interpreted in accordance with “Legal Opinions in Illinois Real Estate Secured Loan Transactions” prepared by The Chicago Bar Association Counsel’s Opinion

Subcommittee of the Real Property Finance Subcommittee of the Real Property Law
Committee.]

Very truly yours,

[Firm Name]

By: _____

ATTACHMENT

ILLUSTRATIVE OFFICER'S OR PARTNER'S CERTIFICATE

_____, 201_

The undersigned, [if officer's certificate: * _____ (Vice President, Secretary, other officer) of the Borrower] [or if partner's certificate: (general or limited) partner of the Borrower] hereby certifies as follows:

1. This certificate is made in reference to that certain \$* _____ mortgage loan (the "Loan") from * _____ (the "Lender") to * _____ (the "Trustee"), as Trustee under a Trust Agreement dated * _____, __, 201_ (the "Trust Agreement") and known as Trust Number * _____ (Trustee acting in its capacity as the trustee under the Trust Agreement is referred to herein as "Borrower") secured by that certain property in the City of * _____, State of Illinois, together with the improvements thereon (and certain personal property of the Borrower located therein) having a principal address of * _____ (collectively, the "Project"), with said loan being guaranteed by * _____ (collectively, the "Guarantor").

2. The undersigned is familiar with the following documents dated * _____, __, 201_ (collectively, the "Loan Documents"): the Loan Agreement between the Borrower, * _____ a * _____ ("Beneficiary"), the sole beneficiary under the Trust Agreement, and the Lender; the Mortgage from the Borrower to the Lender; the Note in the principal amount of * _____ Dollars (\$* _____) from the Borrower to the order of the Lender; the Assignment of Lessor's Interest in Leases from the Borrower and Beneficiary to the Lender; [the Collateral Assignment of Beneficial Interest][Irrevocable Right to Approve Trust Documents] executed by Beneficiary and accepted by Lender and Trustee; the Uniform Commercial Code Financing Statement signed by the Borrower and Beneficiary, as debtors, to Lender, as secured party; the Environmental Indemnity Agreement executed by Guarantor in favor of Lender; and the Guaranty executed by Guarantor in favor of Lender.

3. In the course of my duties with the Beneficiary I am in a position to be familiar with, or I have made inquiry of those personnel of the Beneficiary who are in a position to be familiar with, the following: (a) any judgments, orders, writs, injunctions, decrees, or rules of any court, administrative agency or other governmental authority, and any determination or award of any arbitrator affecting Borrower, Beneficiary, or Guarantor and their execution and delivery of the Loan Documents (the "Court Orders"), (b) any agreement or other instrument to which Borrower, Beneficiary or Guarantor, as the case may be, is a party, or by which their respective properties or assets are bound, and affecting the execution and delivery of the Loan Documents by the Borrower, Beneficiary or Guarantor (the "Agreements"), (c) any agreement or other instrument (the

“Encumbrance Agreements”) which could cause the creation of any lien, charge or encumbrance on any property or assets of Borrower, Beneficiary or Guarantor as a result of the execution and delivery of the Loan Documents by the Borrower, Beneficiary or Guarantor, and (d) any legal or administrative proceedings pending or to my knowledge threatened before any court or governmental agency against Borrower, Beneficiary, [General Partner], or [Guarantor] or affecting the Project (the “Litigation”).

4. The signatures on the Loan Documents on behalf of the Beneficiary, General Partner and Guarantor are genuine.
5. Except for the following, to my knowledge there are no Court Orders (if none, so state): _____.
6. Except for the following, to my knowledge there are no Agreements (if none, so state): _____.
7. Except for the following, to my knowledge there are no Encumbrance Agreements other than the Loan Documents (if none, so state): _____.
8. Except for the following, to my knowledge there is no Litigation (if none, so state): _____.

[Corporate Beneficiary]

9. The Articles of Incorporation, as certified by the Illinois Secretary of State on *_____, and the Bylaws, Corporate Resolutions, and Certificate of Incumbency, as certified by the Beneficiary’s Corporate Secretary on *_____, are each accurate, complete, and in full force and effect. None of those documents has been amended in any way. There are no articles of dissolution or other filings or agreements with respect to the existence, organization, or operation of the Beneficiary. The registered agent of the Beneficiary continues to serve as such. All annual reports required to be filed with the Illinois Secretary of State have been filed and all required fees have been paid in connection therewith. There are no other corporate resolutions relating to the Loan. [Note that appropriate modifications are necessary in the case of foreign entities.]

[Partnership Beneficiary]

10. Attached hereto as Exhibit No. 1 and made a part hereof is an accurate and complete copy of the partnership agreement, and all amendments thereto, of Beneficiary (the “Partnership Agreement”). The Partnership Agreement is in full force and effect and has not been amended in any way. There are no other filings, agreements or actions governing the existence, organization or operation of Beneficiary [, other than the Limited Partnership Certificate as certified by the Illinois Secretary of State on *_____. The registered agent of the Beneficiary continues to serve as such.] [Note that appropriate modifications are necessary in the case of foreign entities.]

11. To my knowledge no circumstances have occurred or exist which have triggered or will trigger a dissolution of the Beneficiary under the Partnership Agreement, and to my knowledge the Beneficiary continues to exist as a partnership as of the date hereof.
12. The Partnership Agreement and the records of Beneficiary in my possession or control indicate that all of the partnership interests of the Beneficiary are owned solely by the partners listed in Exhibit 1 hereto. The general partner(s) [and the managing general partner] of the Beneficiary are the persons so designated in Exhibit 1 hereto. The managing general partner, * _____ percent (* __%) of the general partners, and * _____ percent (* __%) of the limited partners, of the Beneficiary have approved, and continue to approve, the Loan, including the execution of all the Loan Documents and the taking of all other steps that the * _____ partner(s) of the Beneficiary deems necessary or desirable to consummate the Loan.

This Certificate may be relied upon by * _____ (law firm) in its opinion (the "Opinion") addressed to the Lender in connection with the Loan and may be delivered to, and relied upon by, the Lender in connection with the Opinion; provided that any liability of the undersigned to the Lender hereunder is expressly hereby subject to the non recourse provisions of Section ___ of the Loan Agreement. The undersigned consents to the issuance of the Opinion and acknowledges that it has reviewed the form thereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the * _____ day of * _____, 201__.

 Name:* _____
 Title:* _____