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Doc#: 0329716112
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 10/24/2003 11:19 AM Pg: 1 of 7

This instrument was prepared by
and after recording return to:

Leonard J. Gambino
222 South Riverside Plaza
Suite 2100
Chicago, Illinois 60606

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE (the "Mortgage") is made as of the 21st day of August, 2003, by JEFFERSON STREET PROPERTIES, L.L.C., an Illinois limited liability company having its principal place of business at 1333 S. Jefferson Street, Chicago, Illinois 60607 (the "Mortgagor"), for the benefit of BERNARD J. TUREK, an individual residing at 3270 Old Mill Road, Northbrook, Illinois 60062 (the "Mortgagee").

WHEREAS, the Mortgagor is the owner of fee simple title to the real estate and the improvements thereon situated and being in the County of Cook, State of Illinois, and more particularly described in Exhibit A attached hereto (which real estate and improvements are herein collectively referred to as the "Property"); and

WHEREAS, the Mortgagor has on this date executed and delivered to the Mortgagee a certain promissory note in the original principal amount of \$500,000 (the "Promissory Note");

WITNESSETH, to secure the payment of the obligations under the Promissory Note and to secure any other obligations owing the Mortgagee by the Mortgagor pursuant to this Mortgage (the Promissory Note plus any other such obligations are referred to in the aggregate as the "Indebtedness"), the Mortgagor hereby mortgages to the Mortgagee:

ALL those certain parcels of land and improvements thereon described herein as the Property;

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in any streets and roads in front of and adjoining the Property;

TOGETHER with all improvements, structures, fixtures, now or hereafter attached to or used in connection with the Property, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, refrigerators, kitchen cabinets, incinerators, plants

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and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every type and kind in or used in the operation of the improvements standing on said Property, together with any and all replacements thereof and additions thereto; and

TOGETHER with all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of the Property or any easement thereon, including any awards for changes of grade of streets, which such awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Indebtedness, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee free, clear and discharged of any encumbrances of any kind or nature whatsoever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. Payment of Indebtedness. That the Mortgagor will pay the Indebtedness secured hereby as provided herein and in the Promissory Note.
2. Hazard Insurance. That the Mortgagor will keep any improvements on the Property insured against loss by fire for the benefit of the Mortgagee, with a standard mortgagee endorsement; and that it will reimburse the Mortgagee for any premiums paid for insurance by the Mortgagee upon the Mortgagor's failure so to insure the Property or improvements thereon, or in so assigning and delivering the said policies.
3. Preservation of Property. That no improvement on the Property shall be altered, removed or demolished without the consent of the Mortgagee, nor shall Mortgagor commit waste or allow the Property to deteriorate.
4. Payment of Taxes. That the Mortgagor will pay when due all general and other real estate taxes, assessments, sewer rents or water rates on the Property, and, in the event of Mortgagor's default in the payment thereof, the Mortgagee may (but shall not be obligated to) pay the same.
5. Notices. That any notices and demands or requests required or provided for herein shall be made in writing and served in person or by certified mail, return receipt requested, at the address shown at the head of this Mortgage (or such other address of which either party may from time to time notify the other in writing).
6. Terms of Insurance Coverage. That the fire insurance policies required in paragraph 2 above shall contain the usual extended coverage endorsement and shall name the Mortgagee as a loss payee as his interest may appear; that in addition thereto the Mortgagor,

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within thirty days after notice and demand, will keep the Property insured against any other hazard that may reasonably be required by the Mortgagee.

7. Protection of Mortgagee's Rights. That if any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the Indebtedness), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee to prosecute or defend the rights and lien created by this Mortgage (including reasonable attorneys' fees and costs) shall be paid by the Mortgagor, together with interest thereon at the rate of eight percent (8%) percent per annum; and any such sum and the interest thereon shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the Indebtedness, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

8. Events of Default; Remedies. Upon the happening of (i) any event giving rise to the Mortgagee's rights under the Promissory Note to require the payment and other performance of the Indebtedness by the Mortgagor, or (ii) any default by the Mortgagor of its obligations under this Mortgage, which default remains uncured for a period of thirty (30) days, the Mortgagee may at its option:

- (a) institute proceedings for the complete foreclosure of this Mortgage;
- (b) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement contained in the Promissory Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect; or
- (c) enforce this Mortgage in any other manner permitted under law.

9. Mortgagor's Representations. The Mortgagor covenants, represents and warrants that on the date hereof there are no outstanding claims of indebtedness for labor or materials furnished in connection with the construction, improvements, alteration or repair of any improvements on the Property.

10. Further Instruments. The Mortgagor shall, at the request of the Mortgagee, execute and/or deliver to the Mortgagee any and all further instruments which the Mortgagee shall reasonably require in order further to secure and perfect the lien of this Mortgage.

11. Subordination of Mortgage. This Mortgage is and shall be junior and subordinate to that certain purchase money mortgage of even date herewith in favor of South Central Bank,

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and the Mortgagee shall subordinate its lien of mortgage hereunder to any future lender which succeeds or replaces South Central Bank; provided, however, that in no event shall the Mortgagee be subordinated to a principal amount in excess of \$2,000,000.

12. **Severability.** If any term, covenant, or condition of this Mortgage shall be held to be invalid, illegal, or unenforceable in any respect, this Mortgage shall be construed without such provision.
13. **Governing Law; Cumulative Rights.** The terms of this Mortgage shall be construed under the laws of the state in which the Property is located. The rights of the Mortgagee shall be cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.
14. **Non-Waiver.** The waiver by the Mortgagee of any right hereunder or of any failure to perform or breach hereof by the Mortgagor shall not constitute a waiver of any other right hereunder or any other failure to perform or breach hereof by the Mortgagor, whether of a similar or dissimilar nature.
15. **Expenses Incurred by Mortgagee.** Any costs, damages, expenses or fees, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with: (i) sustaining the lien of this Mortgage or its priority; (ii) obtaining any commitment for title insurance or title insurance policy; (iii) protecting the Property; (iv) protecting or enforcing any of Mortgagee's rights hereunder; (v) recovering any of the Indebtedness; (vi) any litigation or proceedings (including, but not limited to, bankruptcy, probate and administrative law proceedings) affecting this Mortgage, the Indebtedness or the Property; or (vii) preparing for the commencement, defense or participation in any threatened litigation or proceedings as aforesaid, shall be so much additional Indebtedness secured hereby, and shall be immediately due and payable by Mortgagor, after notice, with interest payable thereon at the rate of eight percent (8%) per annum.
16. **THE MORTGAGOR AGREES THAT ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED HEREBY, SHALL BE INSTITUTED IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, OR ANY COURT OF THE STATE OF ILLINOIS LOCATED IN COOK COUNTY, AND THE MORTGAGOR IRREVOCABLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THOSE COURTS AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION OR VENUE THAT THE MORTGAGOR MAY HAVE UNDER THE LAWS OF THE STATE OF ILLINOIS OR OTHERWISE.**
17. **Miscellaneous.** This Mortgage may not be changed or terminated orally, but only by a writing signed by the party to be charged. The covenants contained herein shall run with the

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land and bind the Mortgagor, the heirs, successors and assigns of the Mortgagor, and all subsequent owners, encumbrancers, tenants and subtenants of the Property, and shall inure to the benefit of the Mortgagee, the personal representatives, heirs, successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. Whenever words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter where the context would so require; and whenever words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, where the context would so require.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed and delivered on the day and year first above written.

MORTGAGOR:

JEFFERSON STREET PROPERTIES, L.L.C.

By: 

Name: David Lebovitz

Title: one of its Managers

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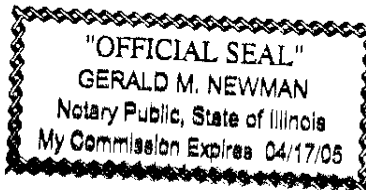
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Gerald M. Newman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID LEBOVITZ, who is personally known to me to be a Manager of JEFFERSON STREET PROPERTIES, L.L.C., an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as Manager of said limited liability company pursuant to authority given by the Managers of said limited liability company as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of August, 2003.

Gerald M. Newman

Notary Public



My Commission Expires:

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EXHIBIT A TO MORTGAGE

Legal Description

A parcel of land consisting of a part of original Lot 6, the whole of Lots 1 to 7 inclusive in the Subdivision of Lot 7, all of original Lot 8, a part of each of Lots 2, 6 and 7, and all of Lots 3, 4 and 5 in the Assessor's Subdivision of Lot 9, all in Block 62 in Canal Trustees' New Subdivision of Blocks in the Northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except Blocks 57 and 58) and consisting also of a part of vacated West Liberty Street lying between and adjoining said lots and parts of lots in Block 62 together with a part of vacated West 14th Street adjoining said Block 62; said parcel of land being bounded and described as follows: Beginning on the South line of West Maxwell Street, being also the North line of said Block 62, at a point 250 feet West from the East line of South Clinton Street as dedicated by instrument recorded in the Recorder's Office of Cook County, Illinois, on April 21, 1913 as Document Number 5168208, and running thence West along said North line of Block 62 a distance of 150.82 feet to the Northwest corner of said Block; thence South along the West line of Block 62, and along a Southward extension thereof, a distance of 376.94 feet to its intersection with a line 443.0 feet North from and parallel with the South line of Block 59 in said Canal Trustees' New Subdivision, said point of intersection being 0.56 feet South from the Southwest corner of Block 62; thence East along said line 443 feet North from and parallel with the South line of said Block 59, a distance of 150.0 feet; thence Northwardly along a straight line a distance of 126.55 feet to a point which is 250.0 feet South from the North line of said Block 62 and which is 250.0 feet West from the East line of said South Clinton Street; and thence North, parallel with said East line of South Clinton Street said distance of 250.0 feet to point of beginning. Containing 56,773 square feet of land, more or less.

Permanent Index Numbers

17-21-113-006-0000
17-21-113-028-0000
17-21-116-001-0000
17-21-116-024-0000

Property Address

1333 S. Jefferson St., Chicago, Illinois