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Prepared by and after recording return to:

David D. Schwalb, Esq.
630 N. State Street
Suite 2008
Chicago, IL 60610



0502114397

Doc#: 0502114397
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 01/21/2005 02:09 PM Pg: 1 of 14

Property common address:

7515-17 S. Luella
Chicago, Illinois 60649

P.I.N.s: 20-25-405-011-0000
20-25-405-012-0000

MORTGAGE

THIS MORTGAGE is made as of this **22nd** day of **December, 2004**, by **D&E HOMES LLC** (the "Mortgagor"), whose address is 630 N. State Street, Suite 2008, Chicago, Illinois 60610, Attn: David Schwalb, to **COP2 LLC** (herein, together with its successors and assigns, including each and every from time to time holder of the Note herein after referred to, called the "Mortgagee"), whose address is 630 N. State Street, Suite 2008, Chicago, Illinois 60610.

WHEREAS, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee, the Revolving Note (herein called the "Note") dated the date hereof, in the principal sum of up to **Two Hundred Thousand Dollars and No Cents (\$200,000.00)** bearing interest at the rate specified therein, due not later than **January 1, 2007**, and otherwise in the form of the Note attached hereto as Exhibit "1" and incorporated herein and made a part hereof by this reference with the same effect as if set forth at length; and

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WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as herein or in Note provided,

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That to secure the payment of the principal of and interest and premium, if any, on the Note according to its tenor and effect and to secure the payment of all other indebtedness and the performance and observance of all the covenants, provisions and agreements herein and in the Note contained (whether or not the Mortgagor is personally liable for such payment, performance and observance) and in consideration of the premises and Ten Dollars (\$10.00) in hand paid by the Mortgagee to the Mortgagor, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by the Mortgagor, the Mortgagor does hereby GRANT, RELEASE, REMISE, ALIEN, MORTGAGE and CONVEY unto the Mortgagee all and sundry rights, interests and property hereinafter described (all herein together called the "Premises"):

- a) All of the real estate (herein called the "Real Estate") described in Exhibit "2" attached hereto and made a part hereof;
- b) All buildings and other improvements now or at any time hereafter constructed or erected upon or located at the Real Estate, together with and including, but not limited to, all fixtures, equipment, machinery, appliances and other articles and attachments now or hereafter forming part of, attached to or incorporated in any such buildings or improvements (all herein generally called the "Improvements");
- c) All privileges, reservations, allowances, hereditaments, tenements and appurtenances now or hereafter belonging or pertaining to the Real Estate or Improvements;
- d) All leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into (all herein generally called "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;
- e) All rents, issues, profits, royalties, income, avails and other benefits now or hereafter derived from the Real Estate and Improvements, under Leases or otherwise (all herein generally called "Rents");
- f) All right, title and interest of Mortgagor in and to all options to purchase or lease the Real Estate or Improvements, or any portion thereof or interest therein, or any

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other rights, interests or greater estates in the rights and properties comprising the Premises, now owned or hereafter acquired by Mortgagor;

- g) Any interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate and Improvements or other rights, interests or properties comprising the Premises now owned or hereafter acquired;
- h) All right, title and interest of Mortgagor now owned or hereafter acquired in and to (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Real Estate; (ii) any and all alleys, sidewalks, strips and gores of land adjacent to or used in connection with the Real Estate and improvements; (iii) any and all rights and interest of every name or nature forming part of or used in connection with the Real Estate and/or the operation and maintenance of the Improvements; (iv) all easements, rights-of-way and rights used in connection with the Real Estate or Improvements or as a means of access thereto and (v) all water rights and shares of stock evidencing the same;
- i) All right, title and interest of Mortgagor in and to all tangible personal property (herein called "Personal Property"), owned by Mortgagor and now or at any time hereafter located in, on or at the Real Estate or Improvements or used or useful in connection therewith (whether or not affixed thereto), including, but not limited to:
 - (1) all furniture, furnishings and equipment furnished by Mortgagor to tenants of the Real Estate or Improvements;
 - (2) all building materials and equipment located upon the Real Estate and intended to be incorporated in the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements;
 - (3) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems, electronic monitoring equipment and devices;
 - (4) all window or structural cleaning rigs, maintenance equipment and equipment relating to exclusion of vermin or insects and removal of dust, dirt, debris, refuse or garbage;
 - (5) all lobby and other indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, wall beds, wall safes and other furnishings;

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- (6) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains;
- (7) all lamps, chandeliers and other lighting fixtures;
- (8) all recreational equipment and materials;
- (9) all office furniture, equipment and supplies;
- (10) all kitchen equipment, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units;
- (11) all laundry equipment, including washers and dryers;
- (12) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of exterior portions of the Real Estate and Improvements; and
- (13) all maintenance supplies and inventories;

provided that the enumeration of any specific articles of Personal Property set forth above shall in no way exclude or be held to exclude any items of property not specifically enumerated; but provided that there shall be excluded from and not included within the term "Personal Property" as used herein and hereby mortgaged and conveyed, any equipment, trade fixtures, furniture, furnishings or other property of tenants of the Premises,

- j) All the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) the proceeds of insurance in effect with respect to the Premises, and (ii) any and all awards, claims for damages and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (all herein generally called "Awards").

TO HAVE AND TO HOLD all and sundry the Premises hereby mortgaged and conveyed or intended so to be, together with the rents, issues and profits thereof, unto the Mortgagee forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth, together with all right to retain possession of the Premises after any default in the payment of all or any part of the indebtedness hereby secured, or the breach of any covenant or agreement herein contained.

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FOR THE PURPOSE OF SECURING payment of the indebtedness with interest thereon evidenced by the Note and any and all modifications, extensions and renewals thereof, and all other indebtedness; provided that the aggregate of the indebtedness shall at no time exceed One Million Dollars and No Cents (\$1,000,000.00).

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if all of the indebtedness shall be duly and punctually paid and all the terms, provisions, conditions and agreements herein contained on the part of the Mortgagor to be performed or observed shall be strictly performed and observed, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect.

AND IT IS FURTHER AGREED THAT:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for lien not expressly subordinated to the lien thereof; (c) pay when due any indebtedness which may be secured a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (f) make no material alterations in said Premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgage or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that, if in the opinion of counsel for the Mortgagee (a) it might be unlawful require the Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns any liability incurred by reason of the imposition of any

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tax on the issuance of the Note secured hereby.

5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the Note and the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title

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insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

11. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, Mortgagor's heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. The Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.

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16. If the payment of said indebtedness or any part thereof is to be extended or varied or if any part of the security is to be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and holder or holders, from time to time, of the Note secured hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Mortgage all on and as of the day, month and year first above written.

MORTGAGOR:

D&F Homes LLC
an Illinois limited liability company

By: 

Name: Eiran Feldman

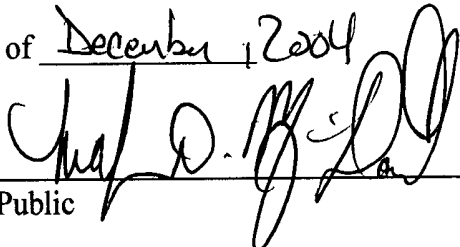
Title: Manager

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

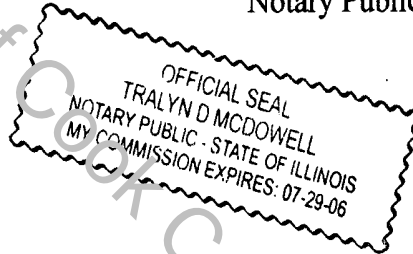
I, The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that EIRAN FELDMAN, a Manager of **D&E HOMES LLC, an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of December, 2004


 Notary Public

My Commission Expires:

7-29-06



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EXHIBIT "1"

REVOLVING NOTE

Up to \$200,000.00

December 22, 2004
Chicago, Illinois

Maturity Date: **January 1, 2007**

Interest Rate: 10% per annum with interest payable in arrears

FOR VALUE RECEIVED, D&E HOMES LLC, an Illinois limited liability company (hereinafter, together with its successors and assigns, called "Maker"), does hereby covenant and promise to pay to the order of COP2 LLC, an Illinois limited liability company, its successors and assigns (collectively "Payee"), at 630 N. State Street, Suite 2008, Chicago, IL 60610, or at such other place as Payee may designate in writing from time to time, in legal tender of the United States, the sum of up to **\$200,000.00**, or such lesser principal amount as may be outstanding pursuant to the Draw Log, attached hereto as Exhibit "A" (the "Draw Log"), together with interest at the rate of ten percent (10%) per annum (the "Interest Rate") on the outstanding principal balance from time to time as hereinafter set forth.

Upon the date of any draw, as noted on the Draw Log (a "Draw Date"), Maker shall make a single payment of interest only, in advance, for the period from the Draw Date to the 1st day of the following calendar month. This Note shall be payable in **twenty-three (23)** monthly payments of interest only at the Interest Rate commencing on the first day of the second full month following the date hereof and thereafter on the first day of each succeeding month until the **1st day of January, 2007** (the "Maturity Date"), when the entire balance, unless sooner paid, shall become immediately due and payable. Said payments shall be based on the outstanding principal balance denoted next to the most recent Draw Date on the Draw Log. Payee may, in its sole discretion, elect to defer monthly receipt of payments of accrued interest until the earlier of: a) the complete repayment of all outstanding principal, or b) the Maturity Date.

A late payment premium of 5% of any required monthly payment due under this Note shall be due in the event such required payment shall not be made on or before the 5th day after its due date (the "Grace Period")

All payments due hereunder shall be made without setoff or counterclaim.

2) Prepayment. The outstanding principal amount under this Note, as noted in the Draw Log, plus unpaid interest that has accrued to date, may be prepaid, without penalty or premium upon not less than two (2) business day's prior written notice to Payee.

3) Draw Procedure. Maker shall provide at least one (1) business day's prior written notice to Payee for draws of principal permitted under this Note.

4) Acceleration of Principal, Interest and Other Amounts. Upon Maker's failure to make a payment within the Grace Period, Payee may, at its sole option, declare the entire

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outstanding principal balance of, and all accrued interest on, this Note to be, and whereupon the same (together with all other sums that may be payable under this Note) shall be, immediately due and payable in full to the Payee.

5) Costs of Collection. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity, or in bankruptcy, receivership or any other court proceedings (whether at the trial or appellate level or by settlement), or should this Note be placed in the hands of attorneys for collection upon default, Maker agrees to pay, in addition to the interest and other amounts due under this Note, all costs of collection or attempting to collect all sums due under this Note, including reasonable attorneys' fees and expenses.

6) Limitation on Interest. Anything herein to the contrary notwithstanding, in no event shall the aggregate of the interest payable under this Note, or penalties or premiums for late payments, or any other amounts, fees or charges payable under this Note which would under applicable law be deemed interest ever exceed the maximum amount of interest which under applicable law may lawfully be charged on the principal balance of this Note from time to time outstanding.

7) Modifications and Extensions. Except for the Draw Log, upon which Maker shall make notations of principal drawn by Maker under this Note, this Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

8) Certain Waivers. All parties to this Note, whether Maker, principal, or endorser, hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor and further waive any right they may have to adjudicate any matter or issue under, or related to, this Note, by jury trial and further waive all exemptions to which any of them may now or hereafter be entitled under the laws of the state of Illinois or any other state or of the United States, and further agrees that the Payee shall have the right, without notice, to deal in any way, at any time, with the Maker, and to grant the Maker any extension of time for payment of this Note or any other indulgence or forbearance whatsoever, and may release any security for the payment of this Note.

9) Sale of Note or Participations. The Maker recognizes that the Payee may sell, or transfer interests in, this Note to one or more participants, purchasers or special purpose entities formed to participate in asset-backed financing transactions and that all documentation, financial statements, appraisals and other data, or copies thereof, relevant to the Maker or the loan evidenced hereby, may be exhibited to and retained by any such participant, purchaser or special purpose entity or prospective participant, purchaser or special purpose entity.

10) Notices. All notices, demands, consents, approvals and other communications (collectively, "Notices") hereunder shall be in writing and shall be sent by hand, or by telecopy (with a duplicate copy sent by ordinary mail, postage prepaid), or by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid, addressed to the party to be notified as set forth below:

if to Payee,

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COP2 LLC
630 N. State St., Suite 2008
Chicago, IL 60610
Fax No. 312-803-2750

if to Maker,

D&E HOMES LLC
630 N. State St., Suite 2008
Chicago, IL 60610
Fax No. 312-803-2750

Notices shall be deemed given when delivered by hand or when a legible copy is received by telecopier (with receipt being verified by telephone confirmation), or if mailed, five (5) business days after mailing (or one business day for overnight courier service), with failure to accept delivery constituting delivery for this purpose. Any party hereto may change the addresses for Notices set forth above by giving at least ten (10) days' prior Notice of such change in writing to the other party as aforesaid and otherwise in accordance with these provisions, provided that no Notices shall be required to be sent to more than three entities.

11) Governing Law. This Note and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. Maker hereby irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in any county in the State of Illinois over any suit, action or proceeding arising out of or relating to this Note.

12) Severability of Provisions. Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

IN WITNESS WHEREOF, Maker has executed and delivered this Note on the day and year first above written.

D&E HOMES LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

Manager

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EXHIBIT "A"**DRAW LOG**

DATE OF DRAW	AMOUNT	TOTAL OUTSTANDING PRINCIPAL
December 22, 2004	\$82,000	\$82,000

Property of Cook County Clerk's Office

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EXHIBIT "2"

LEGAL DESCRIPTION

LOTS 30 AND 31 IN BLOCK 2 IN BOYD AND HALL'S SUBDIVISION OF THE NORTH ½ OF THE WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 7515-17 S. Luella
Chicago, Illinois 60649

Permanent Index No.: 20-25-405-011-0000
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