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## MORTGAGE (ILLINIOS) GIT

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Doc#: 0510347170  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 04/13/2005 11:31 AM Pg: 1 of 7

Above Space for Recorder's use only

THIS AGREEMENT, made April 7 2005, between Arlington Heights Office Center, LLC  
6600 N. Lincoln Ave Lincolnwood Illinois 6171

herein referred to as "Mortgagors," and Ahmed Meligi and Donna Meligi  
(No. and Street) (City) (State)  
815 E. Hintz Road, Arlington Heights Road, Arlington Heights, Illinois 60004  
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Six hundred Thirty thousand and no/100 DOLLARS(\$ 630,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installment as provided in said note, with a final payment of the balance due on the 1st day of June, 2005, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 815 E. Hintz Road, Arlington Heights, Illinois.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Arlington Hts, COUNTY OF Cook IN STATE OF ILLINIOS, to wit:  
LOTS 4 AND 5 IN BOEGER'S ADDITION TO ARLINGTON HEIGHTS, BEING PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 0-32-103-018-0000 AND 03-32-103-019-0000

Address(es) of Real Estate: 116 S. Arlington Heights Rd, Arlington Heights, Illinois 60712

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all right and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of the record owner is Arlington Heights Office Center, LLC.

This mortgage consists of <sup>3</sup>~~7~~<sup>6</sup> pages. The covenants, conditions and provisions appearing on pages <sup>3</sup>~~7~~<sup>6</sup> are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

ARLINGTON HEIGHTS OFFICE CENTER, LLC

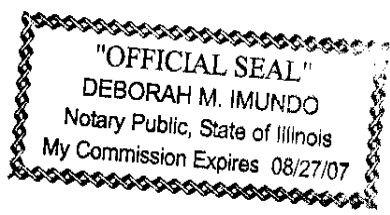
By X [Signature] X [Signature]  
X SHAHEEN PERVAIZ  
X RENEE S KIM

Attest \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS, COUNTY OF Cook ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY**, that SHAHEEN PERVAIZ, personally known to me to be the MEMBERS of the Arlington Heights Office Center, LLC and RENEE S. KIM, personally known to me to be the MEMBERS of said corporation, and personally known to me to be the same person(s) whose name(s) are subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_ they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>th</sup> day of April 20 07



[Signature] (Notary Public)

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages 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 Mortgagors, 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 to require Mortgagors 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 Mortgagors, 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 Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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. Mortgagors 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 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 Mortgagors 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 attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged 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 Mortgagors.
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. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, 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 days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby 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 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.

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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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors 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 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 in whole or in part of: (1) 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; (2) 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 Mortgagors 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.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security 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 realease.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 the holder or holders, from time to time, of the note secured hereby.

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19. Maintenance and Insurance. This Lender's loss payable endorsement is attached to and forms part of Policy Number (New) issued to [borrower] (hereinafter called the "Insured") by American Family Mutual Insurance Company (hereinafter called the "Company"). Date of Endorsement: March 15, 2005. All proceeds under this policy of any nature, including, but not limited to payment for claims, recovery reimbursement, indemnity, and refund, shall be payable solely to Lender and its successors and assigns (if any) (hereinafter called the "Lender's Loss Payee"). Lender's Loss payees' right to recovery under this policy shall be absolute notwithstanding any claims, defenses, or rights that the Company may have or assert against the named Insured, and further notwithstanding the filing of a petition by or against the named Insured, and further notwithstanding the filing of a petition by or against the Insured in bankruptcy, insolvency, receivership, or any other proceedings for the relief of a debtor, or any foreclosure, repossession, or other proceeding related to the property insured. With respect to the administration of this policy and the settlement and compromise of any claims, the Company acknowledged the authority of Lender's Loss Payee to direct such administration and to effectuate such settlement and compromise and agrees to act solely upon the direction of the Lender's Loss payee. This policy shall be in full force and effect and shall not be canceled, suspended, or in any manner rendered ineffective unless the Lender's Loss Payee receives written notice of such cancellation, suspension, or ineffectiveness at least 30 days prior to the effective date of such cancellation, suspension, or ineffectiveness of his policy. This clause shall remain in full force and effect until the Company's receipt of a joint written termination notice from Lender's Loss Payee and the Insured.

20. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any other time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises, and Mortgagor hereby irrevocably consents to such appointment. Such appointment may be made either before or after sale, without notice, without regard to 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 Premises shall be then occupied as a homestead, and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption whether prior to or after sale, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver shall have all other powers that may be necessary or are usual in such cases for the protection, possession, control, management, time, authorize the receiver to apply the net income from the Premises in payment in whole or part of (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien that may be or become superior to the lien hereof or of such decree, provided that such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

21. Assignment of Leases To further secure the Indebtedness Hereby Secured, Mortgagor hereby sells, assigns, and transfers unto Mortgage all rents, leases, issues, and profits now due and that may hereafter become due under or by virtue of any Leases that may have been hereto or

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may be hereafter made or agreed to by Mortgagor or its agents or that may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and rents and all avails thereunder to Mortgagee, **except that Mortgagors may collect, receive, enjoy and use the Rents so long as the Mortgagors are not in default.**

22. INSPECTION AND BUSINESS RECORDS. Mortgagee at any time during the continuation of the Mortgage may enter and enter the Property at any reasonable time and if the Property is nor or hereafter used for commercial or residential income Mortgagor will promptly deliver to Mortgagee such financial statements, gross income statements, and profit and loss statements of such types and at such intervals as may be required by Mortgagee which will be certified and practices, which statements shall cover the financial operations relating to the Property, and Mortgagor further agrees when requested by Mortgagee to promptly deliver in writing such further additional information as required by Mortgagee relating to any such financial statements. The provision of this paragraph 13 shall be subject to the rights of the lessee under the Lease.

23. SUBORDINATION. This Mortgage is made subject and subordinate to the Lease and to the First Mortgage. Mortgagor shall comply with all terms and conditions of the Lease and the First Mortgage. Any provision contained in this Mortgage which may not be permitted under the terms of the First Mortgage shall be void as against the Mortgagee of the First Mortgage. Mortgagor shall direct the agents of the first Mortgage to notify Mortgagee, Ahmed Meligi and Donna Meligi, of any default in payment by Mortgagor on the First Mortgage. Failure to so notify Ahmed Meligi and Donna Meligi shall constitute a default under the terms of this mortgage and the installment which it secures.

Prepared By: Maie b  
 Ahmed Meligi  
 815 E. Hintz Rd  
 Arlington Hts, IL 60004

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Property of Cook County Clerk's Office

Prepared by & Return to  
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