

# UNOFFICIAL COPY

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This document was prepared by  
and after recording should be  
returned to:

Jay R. Goldberg  
Field and Goldberg, LLC  
10 South LaSalle Street  
Suite 2910  
Chicago, IL 60603



Doc#: 0515205332  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 06/01/2005 02:30 PM Pg: 1 of 9

## Address of Properties:

4515 South King Drive  
Chicago, IL

and

6732 South Eberhart  
Chicago, IL 60637

and

5626 South Indiana Avenue  
Chicago, IL 60615

## MORTGAGE

THIS MORTGAGE ("Mortgage") is given on May 18, 2005. The mortgagor is **B & B PROPERTIES II L.L.C., an Illinois limited liability company** ("Mortgagor") whose address is 6947 South South Chicago Avenue, Chicago, Illinois 60637. This Mortgage is given to **DJ FAMILY LLC, an Illinois limited liability company**, whose address is c/o Field and Goldberg, LLC, 10 South LaSalle Street, Suite 2910, Chicago, Illinois 60603, **JOSHUA LEE**, whose address is c/o Field and Goldberg, LLC, 10 South LaSalle Street, Suite 2910, Chicago, Illinois 60603, **MILTON GRIN**, whose address is 4308 West 126<sup>th</sup> Terrace, Leawood, Kansas 66209, and **JAMES RADZIN**, whose address is 8615 Reinhardt Lane, Leawood, Kansas 66206 (herein individually and collectively called "Mortgagee").

Mortgagor owes Mortgagee the principal sum of Five Hundred Thousand Dollars and No Cents (U.S. \$500,000.00). This debt is evidenced by Mortgagor's note dated the same date as this Mortgage (the "Note"), which provides for the full debt, if not paid earlier, due and payable on May 18, 2006. This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and the Note. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in Cook County, Illinois:

**See Exhibit A Attached Hereto**

TOGETHER WITH all the improvements now or hereafter erected on the property,

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and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

**MORTGAGOR COVENANTS** that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**UNIFORM COVENANTS.** Mortgagor and Mortgagee covenant and agree as follows:

1. **Payment of Principal and interest; Prepayment and Late Charges.** Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under paragraph 1 shall be applied pursuant to the terms of the Note.

3. **Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and all superior lien holders, leasehold payments or ground rents, if any. Mortgagor shall pay these obligations on time directly to the entity or person owed payment.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice.

4. **Hazard or Property Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Mortgagee and shall

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include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 16 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

**5. Preservation, Maintenance and Protection of the Property; Mortgagor's Loan Application; Leaseholds.** Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note. If this Mortgage is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

**6. Protection of Mortgagee's Rights in the Property.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

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Although Mortgagee may take action under this paragraph 6, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 6 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

7. **Inspection.** Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection, specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

9. **Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor

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in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.**

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 14. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

**11. Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the personal delivery thereof or electronic facsimile transmission thereof, or the passage of three days after the mailing thereof by registered or certified mail, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, to the addresses initially specified in the introductory paragraph hereof, or to such other place or places as any party hereto may by notice in writing designate, shall constitute service of notice hereunder.

**12. Governing Law; Severability.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

**13. Transfer of the Property or a Beneficial Interest in Mortgagor.** If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

**14. Intentionally Omitted.**



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15. **Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 15, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Mortgagor and Mortgagee further covenant and agree as follows:

16. **Acceleration; Remedies.** If a default is not cured on or before the date specified in the notice provided in the Note, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees, costs and expenses, including the cost of title insurance.

17. **Partial Releases.** In order to facilitate the sale of individual units at Property, Mortgagee, at Mortgagor's written request, shall provide partial releases from the lien of this Mortgage so long as there are remaining units which have a projected sale price of not less than the outstanding balance of principal and interest secured by this Mortgage. In consideration for Mortgagee's agreement to provide partial releases, Mortgagor agrees that the net proceeds from the sale of the units shall be paid to repay the indebtedness due under the Note. Mortgagor agrees to pay to Mortgagee a fee of Fifty Dollars and No Cents (\$50.00) for each release deed or partial release deed requested of Mortgagee by Mortgagor at the time of such request.

18. **Waivers.** To the extent permitted under applicable law:

A. Mortgagor acknowledges that the Mortgage Premises does not constitute

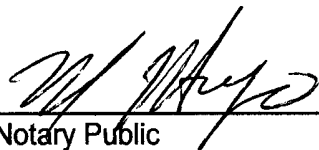


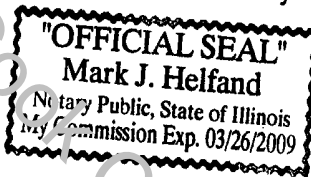
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STATE OF )  
 ) SS  
 COUNTY OF )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CHAUSTON PATTERSON, the MANAGER of **B & B Properties II L.L.C., 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 and as the free and voluntary act of **B & B Properties II L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of MAY, 2005.

  
 \_\_\_\_\_  
 Notary Public



Property of Cook County Clerk's Office



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## EXHIBIT A

### Legal Description

The North Half of the North 55 feet of Lot 2 in Snow and Dickinson's Subdivision of Lot 2 in Cleaver and Taylor's Subdivision of the North Half of the South Half of the East Half of the Southwest Quarter and the North Half of the South Half of the West Half of the Southeast Quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 4515 South King Drive  
Chicago, IL

**Permanent Index No.:** 20-03-414-005-0000

AND

Lot 1 in the Resubdivision of Lots 3 and 4 in Block 3 in Johnston and Clements Subdivision of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 6732 South Eberhart  
Chicago, IL 60637

**Permanent Index Nos:** 20-22-400-031-0000

AND

Lots 5 and 6 in H.P. Wilber's Subdivision of Lots 8, 9 and 12 in Block 1 in Winston's Subdivision of Lots 3 and 4 in Newhall, Larned and Woodbridge's Subdivision in the Northwest  $\frac{1}{4}$  of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**Address of Property:** 5626 South Indiana Avenue  
Chicago, IL 60615

**Permanent Index No.:** 20-15-109-022-0000  
20-15-109-023-0000