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Doc#: 0624118083 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/29/2006 03:36 PM Pg: 1 of 12

PREPARED BY AND WHEN
RECORDED RETURN TO:

Robert Rothstein
36 W. Randolph #800
Chicago, Illinois 60601

2nd JUNIOR MORTGAGE

THIS MORTGAGE (the "Mortgage") is made on August 25, 2006 by and between 4352 N. Leavitt, LLC, an Illinois limited liability company, whose address is 1940 N. Clark Street, Chicago, Illinois 60614 (the "Mortgagor"), and Robert Rothstein, Trustee, whose address is 36 W. Randolph, Suite #800, Chicago, IL 60601 (the "Mortgagee").

The Mortgagor MORTGAGES AND WARRANTS to the Mortgagee the real property described in the attached Exhibit A (the "Premises").

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) Intentionally omitted.
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
- (5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorney fees, costs and disbursements incurred by the Mortgagee or the holder ("Holder") of the Promissory Note ("Note") secured hereby in connection with the collection of any such award or payment.

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- (6) All of the rents, issues, income and profits of the Premises under present or future leases, or otherwise.

1. THE DEBT: This Mortgage secures the following (the "Debt"):

(a) the indebtedness evidenced by a Promissory Note (the "Promissory Note") executed by C & L Holdings, Inc., an Illinois corporation, Charles Everhardt and Lawrence Nesis, (collectively referred to as "Maker") to Robert Rothstein, Trustee, ("Holder") dated as of August 14, 2006, in the principal amount of One Hundred Thousand Dollars (\$100,000.00), and any extensions, modifications, renewals or refinancing thereof;

(b) the indebtedness evidenced by a Promissory Note (the "Promissory Note") executed by C & L Holdings, Inc., an Illinois corporation, 4352 N. Leavitt, LLC, an Illinois limited liability company, 2715 N. Milwaukee LLC, an Illinois limited liability company, Charles Everhardt and Lawrence Nesis, (collectively referred to as "Maker") to Robert Rothstein, Trustee, ("Holder") dated as of August 25, 2006, in the principal amount of Seventy Five Thousand Dollars (\$75,000.00), and any extensions, modifications, renewals or refinancing thereof;

(c) the performance of the promises and agreements contained in this Mortgage, and sums expended by the Holder in connection therewith (this Mortgage and Promissory Note, are collectively referred to as the "Loan Documents");

(d) any sums paid or incurred by the Holder pursuant to Paragraphs 2, 3, 4, or 5, of the Promissory Note hereof; and all costs and expenses, including attorneys' fees and court costs, incurred in connection with the enforcement of the Loan Documents.

The Mortgagor promises and agrees as follows:

2. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS.

(a) The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any Loan Documents evidencing the Debt.

(b) Mortgagor may obtain a release of this Mortgage by substituting as collateral therefor U.S. Treasury obligations in amounts and with maturities which are identical to the Promissory Note.

3. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Holder may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Holder, the Mortgagor shall immediately furnish to the Holder all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Holder of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

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4. CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the Debt shall become due and payable immediately at the option of the Holder.

5. INSURANCE. Until the debt is fully paid the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises, constantly insured for the benefit of the Mortgagee or the Holder, without any reduction in coverage based on the Mortgagor's acts, (i) against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, (ii) if alcohol beverages are sold at the Premises, with so-called "liquor liability" insurance with a combined single limit of not less than \$1,000,000 against all claims that may be made with respect to the Premises as a result of any activity involving liquor, spirits or alcohol used for consumption, and (iii) with flood insurance if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it, and such other appropriate insurance as the Mortgagee or the Holder may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee or the Holder, must provide for payment to the Mortgagee or the Holder in the event of loss, must require thirty (30) days notice to the Mortgagee or the Holder in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee or the Holder. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee or the Holder then the Mortgagee or the Holder at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the Mortgagee or the Holder may (a) declare the Debt to be immediately due and payable, and (b) avail itself of all remedies provided by law. In any case all proceeds of the insurance shall be paid to the Mortgagee or the Holder alone. No loss or damage shall itself reduce the Debt. The Mortgagee or the Holder is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee or the Holder and the Mortgagor and to endorse any Mortgagor's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee or the Holder in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee or the Holder at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee or the Holder, in its sole discretion, may establish.

6. TAXES AND INSURANCE.

(a) Payment by the Mortgagee or the Holder on any one or more occasions of all or any portion of the taxes, assessments, premiums, or other similar charges relating to or levied against the Premises shall not be construed as obligating the Mortgagee or the Holder to pay any taxes, assessments, premiums, or other similar charges on any other occasion. If the Mortgagee or the Holder elects to pay any taxes, assessments, or other similar charges, it shall

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not be required to do so at any time prior to the date on which penalties, interest, and/or collection fees begin to accrue. If the Mortgagee or the Holder elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or the Holder or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. The obligation of the Mortgagor to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this section. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage. The Mortgagee or the Holder shall not request the reserves provided for in this section as long as there is no default by the Mortgagor under this Mortgage and the Mortgagor retains title to the Premises.

7. WASTE. The Mortgagor shall keep the Premises in good repair, shall not commit or permit waste on the Premises nor does any other act causing the Premises to become less valuable. Non-payment of taxes and cancellation of insurance shall each constitute waste. The Mortgagor consents to the appointment of a receiver under this statute should the Mortgagee or the Holder elect to seek such relief. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee or the Holder may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or the Holder or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.

8. ALTERATIONS, REMOVAL. No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee or the Holder, unless removed by Mortgagee or the Holder or its agents or assigns.

9. PAYMENT OF OTHER OBLIGATIONS. The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises, unless any of the above is the result of actions by Mortgagee or the Holder or its agents or assigns in its capacity as tenant. Mortgagor's obligations may include additional costs and expenses imposed by any senior lender of the Mortgagor.

10. ASSIGNMENT OF LEASES AND RENTS. As additional security for the Debt, the Mortgagor assigns to the Mortgagee or the Holder all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future. This assignment shall be operative in the event of default and during any foreclosure or other proceeding taken to enforce this Mortgage, and during any redemption period. The Mortgagor will comply with all terms of all leases.

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11. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER. If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee or the Holder, as additional security for the Debt, all of the Mortgagor's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagor is leasing or purchasing any part or all of the Premises, including all modifications, renewals and extensions and all of the Mortgagor's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee or the Holder shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. On receipt by the Mortgagee or the Holder from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagor, the Mortgagee or the Holder may rely on the notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default.

12. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code ("UCC") and the Mortgagor grants to the Mortgagee or the Holder a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the Mortgagee or the Holder shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee or the Holder shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

13. REIMBURSEMENT OF ADVANCES. If the Mortgagor fails to perform any of their obligations under this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's or the Holder's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee or the Holder at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee or the Holder to the Mortgagor, and shall bear interest at the highest rate permitted under any instrument evidencing any of the Debt.

14. DUE ON TRANSFER. Except as provided herein, if all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's or the Holder's prior written consent, Mortgagee or the Holder may, at its sole option, declare the Debt to be immediately due and payable.

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So long as Mortgagor is not in default hereunder, the Premises may be transferred subject to the right of setoff provided for in Section 1(c).

15. NO ADDITIONAL LIEN. The Mortgagor covenants not to execute any Mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises, without the prior written consent of the Mortgagee or the Holder, which will not be unreasonably withheld, and then only when the document granting that lien expressly provides that:

- (a) It shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage,
- (b) It shall also be subject and subordinate to any then existing or future leases affecting the Premises.

16. EMINENT DOMAIN. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, and so long as the Mortgagee or the Holder does not declare the Debt to be immediately due and payable, the Mortgagor shall continue to pay the Debt in accordance with the terms of the Loan Documents until any award or payment shall have been actually received by the Mortgagee or the Holder. By executing this Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee or the Holder. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee or the Holder, including reasonable attorney fees of the Mortgagee or the Holder in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee or the Holder, at its option, may apply all or any part of the proceeds to the alteration, restoration or rebuilding of the Premises, subject to such conditions as the Mortgagee or the Holder, in its sole discretion, may prescribe.

17. ENVIRONMENTAL PROVISIONS. The Mortgagor agrees to indemnify, defend and hold the Mortgagee or the Holder harmless from and against any and all loss, cost (including attorney fees), liability and damage whatsoever, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the presence, use, generation, storage or disposal of Hazardous Materials or similarly dangerous contaminants in, on, under or, in the proximate vicinity of the Mortgaged Premises and the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, incurred by the Mortgagee or the Holder by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs or has occurred upon the Mortgaged Premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation. It is expressly understood and agreed that to the extent that the Mortgagee or the Holder is strictly liable under any such statute, the Mortgagor's obligation to the Mortgagee or the Holder under this indemnity shall likewise be without regard to fault on the part of the Mortgagor with respect to the violation of law which results in liability to the Mortgagee or the Holder. The provisions of this Section 17 shall survive the repayment of the indebtedness hereby secured, cancellation of the Note, release

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of the Mortgage and all other indication of termination of the relationship between the Mortgagor and the Mortgagee or the Holder.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

18. EVENTS OF DEFAULT/ACCELERATION. Mortgagor shall be in default under this Mortgage upon the happening of any of the following events or the existence of any one of the following conditions:

- (a) failure of payment of any of the Debt secured hereby when due or failure to perform any promise made in this Mortgage;
- (b) any material misrepresentation made by or on behalf of Mortgagor in this Mortgage or in any Loan Document furnished by Mortgagor in connection with the Premises;
- (c) breach of any warranty made by or on behalf of Mortgagor in this Mortgage;
- (d) intentionally omitted;
- (e) the creation of any unpermitted encumbrance upon the Premises or any property of Mortgagor or making of any levy, judicial seizure or attachment thereof or thereon unless the unpermitted encumbrance is the result of Mortgagee's or the Holder's actions;
- (f) any loss, theft, damage or destruction of the property of the Mortgagor not adequately insured;
- (g) intentionally omitted;
- (h) appointment of a receiver for any part of the property of Mortgagor, or the making of any assignment for the benefit of creditors by Mortgagor or the initiation of any proceeding under the bankruptcy laws by or against Mortgagor;
- (i) intentionally omitted;
- (j) So long as any of the Debt remains unpaid, unperformed, unsatisfied, or undischarged, in the event that Mortgagor shall, transfer, convey, assign, alienate, lease, pledge, hypothecate or Mortgage the Premises or any portion thereof or any interest therein, either voluntarily or involuntarily, or enter into a contract to do any of the foregoing, except as specifically permitted hereunder.

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Upon (a) the occurrence of any of the Events of Default set forth above, (b) demand, if permitted under the terms of any of the Debt, or (c) default under or violation of the terms of any of the Debt, the Mortgagor shall be in default under this Mortgage, and the Mortgagee or the Holder shall thereafter be entitled to exercise its remedies under this Mortgage or as otherwise provided by law or agreement.

19. REMEDIES UPON DEFAULT. Upon default under this Mortgage by the Mortgagor, the Mortgagee or the Holder is authorized to commence foreclosure proceedings against the Premises through judicial proceedings or by advertisement, at the option of the Mortgagee or the Holder, and to sell the Premises at public auction pursuant to law, and out of the proceeds to retain all sums due the Mortgagee or the Holder, including the costs of the sale and reasonable attorneys' fees, rendering any surplus to the Mortgagor. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as Mortgagee or the Holder may elect. By executing this Mortgage, the Mortgagor waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee or the Holder of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee or the Holder to pursue its remedies against any other such assets. The Mortgagor waives all rights to a hearing prior to sale in connection with any foreclosure of this Mortgage by advertisement and all notice requirements except as set forth in any applicable state statute providing for foreclosure by advertisement. The Mortgagor waives any and all rights to redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of "Public Act No. 84-1462" effective July 1, 1987, as amended (735 ILCS, 5/15-1601).

20. REPRESENTATIONS BY Mortgagor. The Mortgagor represents that (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which they are bound, and do not require the consent or approval of any governmental authority or any third party; (b) this Mortgage is a valid and binding agreement, enforceable according to its terms; and (c) all balance sheets, profit and loss statements, and other financial statements furnished to the Mortgagee or the Holder are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

21. NOTICES. Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's telex number or facsimile number or address set forth below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, or like overnight courier service, or (e) facsimile, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by first class, registered or certified mail, or one business day after mailing or deposit with an overnight courier service if delivered

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by express mail or overnight courier. Any notice which either party hereto may desire or be required to give to the other party shall be addressed to:

To Mortgagor: 4352 N. Leavitt, LLC
Attn: Charles Everhardt
1940 N. Clark Street
Chicago, Illinois 60614

To Mortgagor: Robert Rothstein
36 W. Randolph
Suite 800
Chicago, Illinois 60601

or at such other place as either party hereto may by notice in writing designate as a place for service of notice. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in foreclosure or receivership proceedings.

22. WAIVER OF JURY TRIAL. The Mortgagee or the Holder and the Mortgagor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this mortgage or any related instrument or agreement, or any of the transactions contemplated by this mortgage, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Mortgagee or the Holder nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Holder or the Mortgagor except by a written instrument executed by both of them.

23. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee or the Holder of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee or the Holder, nor affect the subsequent exercise of the same right or remedy by the Mortgagee or the Holder for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee or the Holder are cumulative. These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns.

24. LIMITATION. Notwithstanding any other provision herein to the contrary, Mortgagee's or the Holder's remedies and recourse shall be limited to proceeding against the

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Premises pursuant to the Mortgage, it being agreed that no personal liability shall be asserted or enforced against Mortgagor or its members.

25. MORTGAGEE OR THE HOLDER.

(a) Mortgagee or the Holder has no duty to examine the title, location, existence or conditions of the Premises, or to inquire into the validity of the signature or the identity capacity, or authority of the signatories on the note or the Mortgage, nor shall Mortgagee or the Holder be obligated to record this Mortgagee deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee or the Holder, and it may require indemnities satisfactory to its before exercising any power herein given.

(b) Mortgagee or the Holder may resign by instrument in writing filed in the office of the Recorder in which this instrument shall be recorded. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Mortgagee or the Holder.

(c) Before releasing his Mortgage, Mortgagee or the Holder or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Mortgagee or the Holder or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Mortgage.

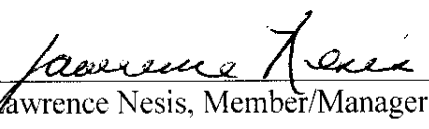
(d) The provisions of the "Trust and Mortgages Act" of the State of Illinois shall be applicable to this Mortgage.

26. ILLINOIS LAW. This Mortgage shall be governed by Illinois law except to the extent it is preempted by federal law or regulation.

MORTGAGOR:

4352 N. Leavitt, LLC

By: 
Charles Everhardt, Member/Manager

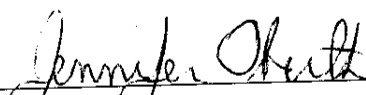
By: 
Lawrence Nesis, Member/Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Everhardt and Lawrence Nesis, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, in their capacity as Member/Managers of 4352 N. Leavitt, LLC, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 25th day of August, 2006.



Notary Public

My Commission Expires: 9/1/09



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 28 IN GRANT PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOT 1 IN BLOCK 1 IN OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1 INCH MORE OR LESS OF LOT 27 IN GRANT PARK ADDITION AFORESAID OCCUPIED BY THE BUILDINGS ERECTED MAINLY UPON LOT 28 LYING NORTH AND ADJOINING ON DECEMBER 5, 1908 THE DATE OF DEED FROM JACOB KRAFT, JR. AND WIFE FLORENCE J. MORROW RECORDED DECEMBER 29, 1908 AS DOCUMENT 4307675.

Commonly known as 4352 N. Leavitt, Chicago, IL 60618

Permanent Index No. 14-18-303-034

Property of Cook County Clerk's Office