



Doc#: 0716542174 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/14/2007 01:29 PM Pg: 1 of 9

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SAG 20142 HARGES #1

Property of Cook County Clerk's Office

MORTGAGE

THIS MORTGAGE is made and entered into this 11 day of **May, 2007**, by and between **1482 Milwaukee, LLC, an Illinois limited liability company**, hereinafter "Borrower" and **NORTH AMERICAN SAVINGS BANK, F.S.B., 12498 South 71 Highway, Grandview, MO 64030**, hereinafter "Lender".

WITNESSETH, that in consideration of Lender's agreement to make a loan to Borrower in the original principal amount of **One Million Two Hundred Fifty Thousand (\$1,250,000.00)** (the "Loan") and other good and valuable consideration the receipt of which is hereby acknowledged, Borrower hereby warrants, represents, covenants and agrees as follows:

Borrower hereby irrevocably grants, bargains, sells, mortgages, warrants, transfers, conveys, assigns, sets over, pledges and confirms to Lender, and grants a security interest unto Lender in, all of the following described property (the "Mortgaged Property"):

(a) The real property located in the County of **Cook**, State of **Illinois**, described on Exhibit A, attached hereto and incorporated herein, and all the tenements, hereditaments and appurtenances thereto, together with all right, title and interest of Borrower in all easements, rights-of-way, gores and strips of land, and subsurface rights, whether now owned or hereafter acquired, either in law or in equity, adjacent or appurtenant to or adjoining such real property (the "Premises");

(b) Any and all buildings and improvements now or hereafter erected or located on the Land, including but not limited to all fixtures, attachments, appliances, equipment, machinery and other articles installed in or attached to such buildings and improvements (the "Improvements");

(c) All tangible personal property now owned or hereafter acquired by Borrower and now or at any time hereafter located on the Premises or within the Improvements and used in connection therewith, including but not limited to all furniture, furnishings, awnings, shades, screens, building materials, machinery, motors, radiators and equipment, including but not limited to plumbing, heating, lighting, ventilating, refrigerating, air conditioning and sprinkler equipment, and all renewals, replacements and substitutions thereof and additions thereto, but excluding any such property owned by a tenant of the Mortgaged Property (the "Personal Property");

Box 400-CTCC

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

North American Savings Bank, F.S.B.
12498 South 71 Highway
Grandview, Missouri 64030
Attention: Commercial Loan Department
170452078

(d) All of Borrower's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, operation or management of the Mortgaged Property, whether now existing or entered into or obtained after the date hereof, including but not limited to "Leases" and "Rents" (as defined herein);

(e) All agreements for use and occupancy of any part of the Mortgaged Property, now existing or hereafter entered into, including any and all extensions or modifications thereto (the "Leases"), and all of the rents, royalties, security deposits, income, receipts, revenues and other sums now due or which may hereafter become due to Borrower under any Lease or arising from the use and enjoyment of any part of the Mortgaged Property, and all rights and remedies which Borrower may have against any party under the Leases (the "Rents");

(f) All the estate, interest, right, title or other claim or demand with respect to the proceeds of insurance and any and all awards made for the taking of any part of the Mortgaged Property by the power of eminent domain, or by any proceeding or purchase in lieu thereof; and

(g) All proceeds and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Property, unto Lender, its successors and assigns forever, upon the following conditions and for the following purposes, to-wit:

AND Borrower, for itself and for its heirs, successors and assigns, does hereby represent, warrant, covenant and agree with Lender as follows:

1. This Mortgage secures the following indebtedness and obligations, including all replacements, renewals, amendments, extensions, substitutions, and modifications thereof (collectively, the "Secured Obligations"):

(a) payment of all indebtedness and performance of all obligations and covenants of Borrower under or pursuant to (i) the Promissory Note of even date herewith, executed by Borrower in favor of Lender in the principal amount of the Loan (the "Note"), (ii) this Mortgage and (iii) all other documents that evidence, secure or support the Loan (said documents, together with the Note and this Mortgage being collectively referred to herein as the "Loan Documents"); and (b) payment of all future advances and all sums advanced by Lender to protect the Mortgaged Property or otherwise pursuant to the terms of any of the Loan Documents, with interest on all of the foregoing at the default rate provided in the Note from the date of Lender's advance to the date of Borrower's repayment of same.

2. This Mortgage is intended to, and shall secure future advances, and the total amount of the obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total principal amount of the obligations and advances secured hereby, not including sums expended or incurred for the reasonable protection of the lien and security interest hereby created in the Mortgaged Property or for other purposes authorized under the provisions of this Mortgage, but including such future advances, exceed the sum of **One Million Two Hundred Fifty Thousand (\$1,250,000.00)**.

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3. With respect to any portion of the Mortgaged Property which constitutes Personal Property, fixtures or other property or interests governed by the Uniform Commercial Code of the state in which the Mortgaged Property is located (the "UCC"), this Mortgage constitutes a security agreement between Borrower, as the debtor, and Lender, as the secured party, and Borrower hereby grants to Lender a security interest in such portion of the Mortgaged Property. Borrower agrees to execute and deliver to Lender all financing and continuation statements and other information which are from time to time required to establish and maintain the validity and priority of the security interests herein granted. Upon the occurrence of an "Event of Default" (as defined herein), Lender shall have all of the rights and remedies of a secured party available under the UCC with respect to the property encumbered by the security interest granted hereby; provided, however, Lender may, at its option, dispose of such property in accordance with Lender's rights and remedies under this Mortgage, in lieu of proceeding under the UCC. Borrower hereby appoints Lender as its attorney-in-fact to execute, deliver and file any and all required financing statements, continuation statements and other instruments as Lender may require in order to perfect and maintain the security interest granted hereby.

4. Borrower is the owner of and has merchantable title in fee simple to the Premises and all of the other Mortgaged Property, free and clear of all liens, claims and encumbrances; that the lien created by this instrument is a first lien thereon and that it will warrant and defend its title to the Premises and all of the other Mortgaged Property and the lien priority of this instrument against all claims of all persons whomsoever.

5. The Loan, including the interest rate, fees and charges as contemplated hereby, is a business loan within the purview of Ill. Rev. Stat. Ch. 17, para. 6404 (1987) as amended, and the Loan does not, and when disbursed will not, violate the provisions of the Illinois usury laws, any consumer credit laws or the usury laws of any state which may have jurisdiction over this transaction or any property securing the Loan.

6. Borrower will at all times keep in full force and effect, with respect to the Mortgaged Property, policies of comprehensive general liability insurance, standard fire and extended coverage casualty insurance (with vandalism and malicious mischief coverage), and such other policies of insurance as Lender may from time to time require issued by such companies and in such amounts as are acceptable to Lender. All such policies will contain the standard mortgage clause under which loss is payable to Lender as mortgagee, shall provide a minimum of thirty (30) days' prior written notice to Lender of modification or cancellation and shall otherwise be in form and substance acceptable to Lender. Borrower will provide Lender with certificates evidencing all required insurance and upon Lender's request, copies of the insurance policies. If Borrower fails to maintain the insurance required by this Section, Lender may, but will not be obligated to, procure such insurance, and any amount expended by Lender in this regard will be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the "Default Rate" provided in the Note.

7. Borrower will pay before the same are due (i) all taxes and assessments that may be levied upon the Premises or any of the other Mortgaged Property, or upon any interest or estate therein, including but not limited to the interest represented by this Mortgage or upon this Mortgage or the Note or debt secured thereby; and (ii) the insurance premiums for the amount of insurance as required by Lender; and shall furnish the Lender with proof thereof within thirty (30) days thereafter. Upon Lender's request, Borrower will, on the first day of each month, deposit in a non-interest bearing account with the Lender, a sum sufficient to provide for payment of the annual charges for real estate taxes, including special assessments and any other charges against the Premises by governmental or quasi-governmental bodies (collectively, "Taxes") and annual insurance premiums on all policies (collectively, "Premiums") affecting the Premises, both as estimated by Lender, and thereafter Borrower shall deposit with Lender, together with and in addition to the monthly payments of principal and interest provided for in the Note, one-twelfth (1/12th) of the annual amount of said Taxes and one-twelfth (1/12th) of the annual amount of said Premiums, both as estimated by Lender, to be held by Lender and used to pay said Taxes and Premiums when the same fall due. In addition to the monthly escrow payments required above, Lender may require that Borrower deposit with Lender from time to time, funds in an amount sufficient to maintain with Lender an additional escrow balance in an amount not to exceed one-sixth (1/6th) of the annual Taxes plus one-sixth (1/6th) of the annual Premiums, both as estimated by Lender, and Borrower agrees to deposit such funds with Lender within five (5) days after Lender's request. Such deposits are hereby pledged as additional security for the Secured Obligations. Upon receipt of bills, statements or other evidence

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of insurance premiums or taxes due, Lender shall pay or cause to be paid such amounts out of the funds so deposited. If at any time such funds are insufficient to pay such amounts, Borrower shall immediately deposit an amount equal to the deficiency. Lender shall not be deemed a trustee of such funds or to be obligated to expend any amount in excess of such funds under this Section. If Borrower fails to deposit sufficient sums as required, Lender may advance, but shall not be so obligated, any amounts required to make up the deficiency which advances shall be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the default rate provided in the Note.

8. In the event of any damage or destruction to any of the Mortgaged Property, Borrower shall promptly make proof of loss to the insurers, and Borrower shall not adjust or compromise any claim under such insurance without the prior written approval of Lender. All proceeds of such insurance shall be paid directly to Lender, and each insurer is hereby authorized and directed to make such payment directly to Lender. Any proceeds shall be applied first to the payment of all costs and expenses incurred by Lender in obtaining such proceeds. The balance of the proceeds, if any, may be applied at the option of Lender (i) against the Secured Obligations, without prepayment charge, or (ii) to the restoration or the repair of the Mortgaged Property, in such order as Lender may elect, in its sole discretion.

9. Borrower will promptly comply with all present and future federal, state and local laws, statutes and ordinances, and all covenants and restrictions of record affecting the Mortgaged Property, including but not limited to the Americans with Disabilities Act (ADA), 42 U.S.C. 12101. Borrower will not initiate or acquiesce in any zoning reclassification or material change in the zoning affecting the Mortgaged Property without the prior written approval of Lender.

10. The Premises are currently in compliance with all applicable laws, ordinances, requirements and regulations relating to public health and safety protection of the environment (collectively "Environmental Laws"). No environmental or public health or safety hazards currently exist with respect to the Premises or the operations thereon, and no underground storage tanks are present on or under the Premises. There are no pending or threatened liens, actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Premises, or regarding any Environmental Laws, and Borrower hereby covenants and agrees that the Premises and the use thereof shall comply with all Environmental Laws.

11. Borrower will keep the Mortgaged Property in good repair and fully protected from the elements and, if under construction, will complete the same; Borrower will neither commit nor permit waste nor do or permit any act by which the Mortgaged Property shall become less valuable; Borrower will not remove or permit the removal of any buildings or other improvements, or fixtures of any kind or construct any new improvements, additions to or structural changes in the present building thereon without the written consent of Lender, and will install no fixtures subject to vendors' liens or other liens, and should any be hereafter installed, the lien of this instrument shall immediately attach and be prior and superior to the liens or claims of others.

12. Upon the failure of Borrower to do so, Lender may make necessary repairs to the Mortgaged Property and may generally make any other expenditures necessary to preserve or protect its security interest in the Mortgaged Property, but Lender shall be under no obligation to do so. All advances so made will be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the default rate provided in the Note.

13. Lender shall have the right at any time, upon reasonable prior notice to Borrower, to enter upon the Premises for the purpose of inspecting the same or to otherwise inspect the Mortgaged Property or to exercise any of its rights and remedies under the Loan Documents.

14. Borrower hereby assigns and transfers to Lender all of the Leases and Rents as additional security for the Secured Obligations. Borrower will (i) provide true and complete copies of all Leases to Lender upon request; (ii) faithfully perform and discharge all obligations of landlord under the Leases; (iii) give prompt written notice to Lender of any notice of Borrower's default received from a tenant of any Lease; and (iv) furnish

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Lender with a complete copy of said notice upon request. Without the prior written consent of Lender, Borrower will not (i) collect Rent more than one month in advance of the due date or discount any future accruing Rent or waive any right of setoff against any tenant; (ii) terminate, amend in any material respect or grant concessions under any Lease or permit an assignment or subletting thereof.

15. In case proceedings are commenced to foreclose this Mortgage or to enforce or defend Lender's rights hereunder, by suit or otherwise, including but not limited to any bankruptcy or probate proceedings, Borrower agrees that it will pay all costs and expenses incurred by Lender in connection therewith, including but not limited to statutory trustee's fees, costs of all title insurance or commitments therefore and reasonable attorneys' fees. If Lender shall, because of this instrument or rights claimed hereunder, be made party to any legal action, Borrower will pay reasonable attorneys' fees incurred or expended by Lender in the defense thereof or acts done hereunder and such expenses and fees shall be secured by this Mortgage.

16. If the Mortgaged Property, or any part thereof, is taken under any power of eminent domain, or acquired for the public use, the whole indebtedness secured hereby may, at the option of Lender, be declared due and payable. As additional security for the Secured Obligations, the damages, proceeds and consideration of such acquisition, to the extent of the full amount of the Secured Obligations, are hereby assigned by Borrower to Lender and shall be paid forthwith to Lender to be applied by it on account of the Secured Obligations, whether due or not.

17. Borrower shall furnish to Lender or Lender's designee, upon request from time to time during the term of the Note, and in any event within 60 days after the end of each fiscal year of Borrower during said term, current annual statements itemizing the income and expenses of the Premises, including an itemized rent roll, together with a complete statement of Borrower's assets and liabilities and its profit and loss statement. Said statements shall be certified by independent accountants acceptable to Lender or by the chief financial officer of Borrower, at Lender's election, and shall be prepared in accordance with generally accepted accounting standards consistently applied throughout the periods covered therein, except as may be otherwise specified therein. Lender shall have access to Borrower's books and records at reasonable times and places throughout the term of the Note. Borrower shall also cause all guarantors of the Obligations to provide to Lender upon Lender's request from time to time, and not less than annually, their current personal financial statements in a form acceptable to Lender, and copies of their annual federal tax returns.

18. Each of the following shall be an "Event of Default" under this Mortgage:

(a) Failure of the Borrower to make any payment of principal or interest or any other payment under the Note within five (5) days after the date such payment is due and payable.

(b) Borrower fails to perform any other obligation or covenant of Borrower under this Mortgage, under the Note or any other Loan Document to which Borrower is a party, which failure is not cured within any expressly provided applicable cure period.

(c) Borrower sells, transfers, attempts to transfer or otherwise disposes of any of the Mortgaged Property, including but not limited to the Premises or any part thereof or any interest therein, without the prior written consent of Lender.

(d) Any representation, warranty or statement made by Borrower, any guarantor or other party under any document or any other affidavit or instrument executed or delivered with respect to the Loan shall be determined by Lender to be false or misleading in any material respect.

19. Upon the occurrence of an Event of Default, Lender shall have the right to take any one or more of the following actions:

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(a) Declare all Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein, and Borrower hereby waives notice of intent to accelerate the Secured Obligations;

(b) Commence an action to foreclose this Mortgage in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. Ch. 110, para. 15-1101 (1987), 735 ILCS 5/15-1101 (1992), et seq. (as may be amended) (the "Act"), appoint a receiver or specifically enforce any of the covenants of this Mortgage;

(c) Enter upon and take possession of the Mortgaged Property or any part thereof and do any acts which it deems necessary or desirable to protect and preserve Lender's security, with or without bringing any action or proceeding and without regard to the adequacy of this security.

20. Any extension of the time for payment of the indebtedness secured hereby or any modification of the instrument or instruments evidencing the indebtedness secured hereby, granted to any future owner of the Mortgaged Property, shall not relieve Borrower from liability to pay said indebtedness or release Borrower with respect thereto, and Borrower does hereby waive presentment and demand for payment, notice of non-payment and notice of protest.

21. Borrower agrees to indemnify and hold Lender harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including but not limited to attorneys' fees and disbursements) which may be imposed on, incurred or paid by or asserted against Lender by reason or on account of any transaction or claim arising out of this Mortgage or in any way connected to the Mortgaged Property, including but not limited to any violation or claim of violation of any Environmental Laws.

22. Borrower will do all acts necessary to continue, preserve and maintain this Mortgage as a valid and subsisting first lien on the Mortgaged Property, and Borrower will do all acts necessary to continue, preserve and maintain the Note secured hereby, this Mortgage and all other instruments given as security for the payment of the Note, as legal, valid and binding instruments enforceable in accordance with their terms.

NOW THEREFORE, if the Note and the interest thereon be paid as therein specified and all other amounts secured hereby be paid in accordance with the terms hereof and all agreements herein be kept and performed, then this Mortgage shall be voided and shall be released at the cost of said Borrower.

BUT IF DEFAULT BE MADE in any way under this Mortgage, or if any proceeding is initiated to enforce a lien or charge against the Mortgaged Property or any part thereof, and Borrower fails to contest the lien or charge in good faith so as to prevent the entry of any judgment enforcing such lien and permitting a foreclosure thereof; or if any proceeding is filed by or against Borrower or its heirs or assigns in bankruptcy; or if Borrower makes an assignment of its property for the benefit of creditors; or if Borrower's property is placed in receivership, trusteeship or conservatorship with or without action or suit in any court; or if the Mortgaged Property or any part thereof is condemned or under threat of condemnation; or if Borrower abandons all or any part of the Mortgaged Property; then, and in any of said events, the whole indebtedness secured hereby may at any time thereafter, at the option of the holder hereof, without notice, be declared due and payable for all purposes, anything herein or in the Note to the contrary notwithstanding, and this Mortgage shall remain in full force and effect, and thereupon, Lender shall institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law and, to the extent permitted by applicable law, Lender shall have statutory power of sale in addition to all other rights and remedies hereunder.

No remedy conferred upon or reserved to Lender herein is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and is in addition to every remedy given to Lender now or hereafter existing at law or in equity or by statute.

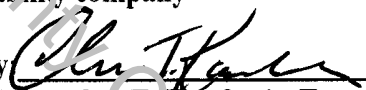
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To the extent not prohibited by law, Borrower will not at any time (a) insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force (specifically including but not limited to any homestead exemption), which may affect the covenants and terms of performance of this Mortgage, nor (b) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, nor (c) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by any governmental authority or otherwise, to redeem the property so sold or any part thereof. Borrower acknowledges that the Mortgaged Property does not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

If any term or provision of this Mortgage or the application thereof to any circumstance shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or any other circumstance or situation with respect to this Mortgage, and each remaining term and provision of this Mortgage shall be valid and be enforced to the fullest extent by law. This Mortgage cannot be altered, modified, terminated or discharged except in a writing signed by the party against whom enforcement of such alteration, amendment, modification, termination or discharge is sought. No waiver, release or other forbearance by Lender will be effective against Lender unless it is in a writing signed by Lender. This Mortgage is to be construed and enforced according to and governed by the internal substantive laws of the State of Illinois.

INTENDING TO BE LEGALLY BOUND, Borrower has caused this Mortgage to be executed the day and year first above written.

1432 Milwaukee, LLC, an Illinois limited liability company

By 
 Christopher T. Kamberis, Trustee of The
 Chris Kamberis Revocable Living Trust
 Under Agreement Dated October 24, 2003, as
 Amended From Time to Time

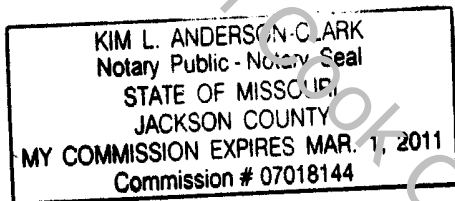
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ACKNOWLEDGMENTS

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 11 day of **May, 2007**, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Christopher T. Kamberis**, Trustee of **The Christopher T. Kamberis Revocable Living Trust Under Agreement Dated August October 24, 2003**, and said instrument was signed on behalf of the Trust, that he/she had full authority to execute this instrument on behalf of said Trust that said Trust was in full force and effect, and **Christopher T. Kamberis** is known to be the person who executed the foregoing instrument as his/her free act and deed as Trustee of said Trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Kim L. Anderson-Clark
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: Lots 1, 2 and 3 in Block 6 in DAVID S. LEE'S ADDITION TO CHICAGO, (except the Southwesterly 25.5 feet of said lots taken by the Metropolitan West Side Elevated Railroad Company for railroad purposes) in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Access Easement and drive-thru and trash enclosure easement for the benefit of Parcel 1 over a portion of Lots 36, 37, 38, 39 and 40 in Block 6 of D.S. LEE'S ADDITION TO CHICAGO, aforesaid, as more particularly set forth in Declaration of Covenants, Restrictions and Easement Agreement dated June 28, 2000 and recorded July 10, 2000 as Document Number 00506687, in Cook County, Illinois.

Property Address: 1480-1484 N. Milwaukee Avenue, Chicago, IL 60622

Permanent Index Number: 17-06-208-001-0000 and 17-06-208-002-0000