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PREPARED BY AND UPON
RECORDATION RETURN TO:

Robert Rothstein, Esq.
36 W. Randolph, Ste. 800
Chicago, IL 60601

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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MORTGAGE

FAIRFIELD LZ, LLC, an Illinois liability company; and
DEVON-NAGLE, LLC, an Illinois liability company; and
MARSHA AZAR

(collectively "Mortgagor")

To

GUARANTY NATIONAL TITLE COMPANY, an Illinois
corporation, as Lender
("Lender")

To be recorded in both Cook and DuPage County

X PARCELS 1, 2, AND 3 (Cook County)

PARCEL 4 (DuPage County)

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MORTGAGE

THIS MORTGAGE is made this 15 day of June, 2007, by Fairfield LZ, LLC, an Illinois limited liability company (Parcel 1); Devon-Nagle, LLC, an Illinois limited liability company (Parcels 2 and 3); and Marsha Azar (Parcel 4), (collectively, the "Mortgagor"), c/o Westridge Realty, 5653 N. Ashland Ave., Chicago, Illinois, 60660, to Guaranty National Title Company, an Illinois corporation ("Mortgagee").

RECITALS

Mortgagor is the legal title holder of the real estate commonly known as a) 2348 W. Devon Ave., Chicago, IL (Parcel 1), b) 6312 N. Nagle Ave., Chicago, IL (Parcels 2 and 3), and c) 10 S. 450 Madison St., Hinsdale, IL (Parcel 4), which such property is legally described on Exhibit "A" (the "Real Estate"), attached hereto and made a part hereof.

On even date herewith, the Mortgagor executed and delivered to Mortgagee a Promissory Note (the "Promissory Note") in the principal amount of and One Million Five Hundred Thousand 00/100 Dollars (\$1,500,000.00), with interest accruing thereon (the "Indebtedness").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, Mortgagor DOES HEREBY COLLATERALLY ASSIGN and MORTGAGE unto Mortgagee, its heirs, successors and assigns, the real estate described in Exhibit "A", attached hereto and made a part hereof, which together with the property mentioned in the next five (5) succeeding paragraphs hereto, shall be referred to as the "Real Property";

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or revisions, in and to the beds of the ways, streets, avenues and alleys adjoining the Real Property;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, mineral rights, water rights, riparian rights, other rights, liberties and privileges thereof or in any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now

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or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the Real Property and all renewals, replacements and substitutions thereof or substitutions therefore, whether or not attached to said building(s), it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Real Property shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Property, and security for the Indebtedness;

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property or any easement or appurtenances thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TOGETHER with all leases or occupancy agreements now or hereafter entered into of the Real Property, or any portion thereof, and all rents, profits, revenues, earnings and royalties therefrom, including but not limited to, cash, letters of credit or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or occupancy agreements are applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect rents thereunder.

TO HAVE AND TO HOLD the Real Property and all other above-described property and rights, unto Mortgagee, her heirs, successors and assigns, forever; Mortgagor hereby **RELEASING AND WAIVING** all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect, but otherwise this Mortgage will remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements to be performed and observed as provided herein; and this Mortgage shall secure the following: (a) the payment of the Indebtedness; and (b) the performance and observance of all of the covenants, and provisions in this Mortgage, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall (a) keep the Real Property in good condition and repair, without waste, and free from mechanic's,

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materialmen's or like non-consensual liens; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Real Property; and (c) suffer or permit no unlawful use of, or nuisance to exist upon the Real Property.

3. Taxes. Mortgagor shall cause to be paid before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments (the "Taxes"), applicable to the Real Property.

4. Insurance. Mortgagor will keep insured all of the buildings and improvements now or hereafter included within the Real Property. Such insurance shall name Mortgagee as an additional insured and loss payee.

5. Events of Default. One or more of the following events shall be events of default ("Events of Default"):

- a. A pre- or post-mortum failure of Mortgagor to punctually pay, any payment due under the terms of the Promissory Note, as and when the same is due and payable;
- b. If, without the prior written consent of Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, lien, tax lien (for any governmental authority, including the Internal Revenue Service), transfer, or alienation of the Real Property or any part thereof or interest therein, (including without limitation of any beneficial interest), including any leases entered into during the ordinary course of business in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- c. The filing of any foreclosure by any person or entity against the Real Property.

6. Default. If an Event of Default shall occur and Mortgagor shall fail to cure said default within ten (10) days after the Event of Default, the Mortgagee is hereby authorized and empowered, at her option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, by law or in equity conferred.

7. Foreclosure. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien

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hereof for the indebtedness or any part thereof. Thereafter, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 which may be had pursuant to such decree, the true conditions of the title to or the value of the Real Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Real Property and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage or the Real Property, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceedings, shall be deemed additional Indebtedness and shall be immediately due and payable.

8. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Real Property. Such appointment may be made either before or after sale, 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 Real Property or whether the same shall be the occupied as a homestead or not; 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 Real Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Real Property during the whole of said period.

9. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Real Property shall be distributed and applied in the following order of priority: First, to satisfy in full the indebtedness pursuant to the First Mortgage; Second, on account of all costs and expenses incident to the foreclosure proceedings; Third, to all other items which, under the terms hereof, constitute Indebtedness or additional Indebtedness with post-default interest accruing on these items at the rate of 9% per annum; and Fourth, any remaining amounts to Mortgagor and its successors and assigns.

10. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale or sales thereof to be made, pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the Real Property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of

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redemption from sale under any order or decree of foreclosure of the Mortgage, on their own behalf and on behalf each and any person acquiring any interest in or title to the Real Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of 35 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof.

11. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, mortgaging, collaterally assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

12. Assignment by Mortgagee. Notwithstanding any provision herein which is or may appear to be to the contrary, the Mortgagee may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement or grant participation herein or in any of its rights hereunder, and in case of such assignment, Mortgagor will accord full recognition thereto and agrees that upon the occurrence of an Event of Default hereunder all rights and remedies of the Mortgagee in connection with the interest so assigned shall be enforceable against Mortgagor by such assignee with the same force and effect to the same extent as the same would have been enforceable by the Mortgagee but for such assignment. Mortgagor further agrees that copies of this Mortgage and all documents delivered in connection with the Indebtedness or otherwise required to be delivered pursuant to this Mortgage may be furnished to such assignee by the Mortgagee and will be furnished to such assignee directly by Mortgagor if such assignee so requests.

13. Successors. In the event that the ownership of the Real Property becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, lien, assessment, transfer or change in ownership of the Real Property, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 13 hereof.

14. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other rights, power or remedy, express or limited, given now or hereafter existing, at law or inequity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

15. Assigns. This Mortgage and each and every covenant, agreement and other

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provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Real Property or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

16. Time of the Essence. Time is of the essence for the Promissory Note, Guaranty and this Mortgage and any order of court and any other document evidencing or securing the Indebtedness.

17. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself.

(a) If the Mortgagee: Guaranty National Title Company
36 W. Randolph, Suite 800
Chicago, IL 60601
Attn: Robert Rothstein

(b) If the Mortgagor: c/o Westridge Realty
5653 N. Ashland
Chicago, Illinois, 60660
Attn: Saul Azar

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

18. Customer Identification – USA Patriot Act Notice; OFAC and Bank Secrecy Act. The Mortgagor hereby acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Mortgagor, which information includes the name and address of the Mortgagor and such other information that will allow the Lender to identify the Mortgagor in accordance with the Act. The Mortgagor hereby warrants that it shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Mortgagor or any subsidiary of the Mortgagor is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, and (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

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FAIRFIELD LZ/LLC

By: *[Signature]*
Marsha Azar, Sole Member/Mgr.

DEVON-NAGLE, LLC

By: Azar Holdings, LLC, its Sole Member

By: *[Signature]*
Marsha Azar, its Sole Member

[Signature]
MARSHA AZAR

State OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Georgeann Losurdo, a Notary Public in and for COOK County, in the State of Illinois, DO HEREBY CERTIFY that Marsha Azar, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, individually, on behalf of Fairfield LZ, LLC, and on behalf of Azar Holdings, LLC (sole member of Devon-Nagle, LLC), for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of June, 2007.



Georgeann Losurdo
Notary Public

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1**

LOTS 13, 14, 15, 16 AND 17, (EXCEPT THAT PART OF LOT 17, TAKEN FOR WIDENING OF NORTHWESTERN AVENUE) IN BLOCK 8 IN DEVON WESTERN ADDITION TO ROGERS PARK, BEING A RESUBDIVISION OF LOTS 1 TO 24, BOTH INCLUSIVE, IN MARGARET FABER'S SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2348 W. DEVON AVE., CHICAGO, IL
PIN: 11-31-312-041-0000

PARCEL 2

LOTS 4, 5 AND 6 IN DOMINICK'S NAGLE SUBDIVISION PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS SET FORTH IN THE DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, DATED October 31, 2003 AND RECORDED December 03, 2003 AS DOCUMENT 0333718024 AND AS CREATED BY DEEDS FROM DOMINICK'S FINER FOODS TO LASALLE STONY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND 6312 NAGLE VENTURES, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, RECORDED December 03, 2003 AS DOCUMENT 0333718025, 033718026 AND 0333718027 FOR THE USE OF PARKING AREAS, AILES, DRIVEWAYS, ROADWAYS, WALKWAYS AND SIDEWALKS ON THE COMMON AREA OF GRANTOR'S LOT FOR INGRESS AND EGRESS BY PEDESTRIAN AND VEHICULAR TRAFFIC, THE PARKING OF MOTOR VEHICLES, LOADING AND UNLOADING OF COMMERCIAL AND OTHER DELIVERY VEHICLES, AND USE OF FACILITIES INSTALLED THEREON FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES AND EMPLOYEES AS DEPICTED ON EXHIBIT A (SITE PLAN) OF AFORESAID DECLARATION OF EASEMENTS.

PINS: 13-06-207-023-0000, 13-06-207-024-0000 AND 13-06-207-025-0000

COMMONLY KNOWN AS: 6312 N. NAGLE, CHICAGO, IL

Parcels 2 and 3

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EXHIBIT A (Page 2)

LEGAL DESCRIPTION

PARCEL 4

The South 150.97 feet of the East 387.5 feet of that part of Lot 57 in County Clerk's Assessment Division of the South ¼ of Sections 1 and 2 and all of Sections 11 lying North of Sanitary District of Chicago, in Township 37 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at a point 275.00 feet South of the Steel Rail at the East quarter corner of aforesaid Section 2 (measured along the East line of the Southeast ¼ of Section 2, Township 37 North, Range 11, East of the Third Principal Meridian); thence due West and parallel with the North line of the Southeast ¼ of Section 2, Township 37 North, Range 11, East of the Third Principal Meridian, a distance of 387.50 feet, thence North 22.92 feet, thence West and parallel to aforesaid North line of the Southeast ¼ of Section 2 a distance of 275.95 feet more or less to the West line of Lot 57; thence South along the West line of Lot 57, to a point that is 197.00 feet North of the Southwest corner of Lot 57; thence East along a line that is parallel to the South line of Lot 57 a distance of 663.70 feet, more or less to the East line of the Southeast ¼ of Section 2, aforesaid; thence North along the said East line of the Southeast ¼ of Section 2 a distance of 190.97 feet, more or less, to the point of beginning, according to the plat thereof recorded June 22, 1985 as document 58945, in DuPage County, Illinois.

Permanent Index Number: 10-02-406-032

Address: 105450 Madison Street Hinsdale Illinois 60521