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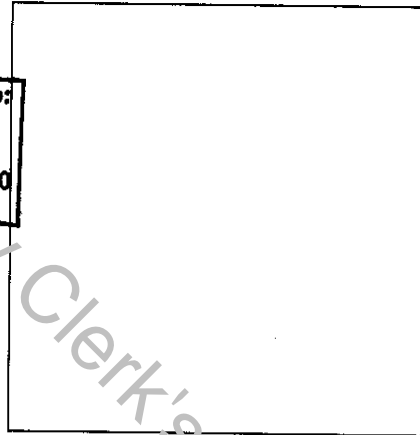
Doc#: 0718309044 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/02/2007 11:42 AM Pg: 1 of 8

Property of Cook County Clerk's Office

This instrument was prepared by:
~~and after recording return to:~~

M. Ryan Kirkham, Esq.
Strauss & Troy L.P.A.
150 East Fourth Street, 4th Floor
Cincinnati, OH 45202-4186

After Recording Return To:
Diane Pudelek
Stewart Title of Illinois
2 N. LaSalle St., Suite 1400
Chicago, IL 60602



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1/8/07 DP

STEWART TITLE OF ILLINOIS
Commercial Division
2 N. LaSalle St., Suite 1400
Chicago, IL 60602
312-849-4400

FIRST FINANCIAL/3CP, LLC
Loan No. _____
103127.____

OPEN-END MORTGAGE

This Open-End Mortgage (this "**Mortgage**") is hereby made and entered into as of the 29 day of June, 2007, by **3CP, LLC**, a Nevada limited liability company (the "Mortgagor"), whose address is c/o Statman, Harris & Eyrich, LLC, Attn: Alan Statman, 3700 Carew Tower, 441 Vine Street, Cincinnati, Ohio 45202, in favor of **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION** (hereinafter the "**Mortgagee**"), whose address is 4000 Smith Road, Suite 400, Cincinnati, Ohio 45209.

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WITNESSETH:

THAT WHEREAS, on even date herewith, Mortgagee has made a loan (the "**Loan**") to Mortgagor, which loan is evidenced by a Promissory Note ("**Note**") of even date herewith in the original principal amount of \$1,357,500.00; and

WHEREAS, this Mortgage secures performance of the Note and the other Loan Documents (as that term is defined in the Note).

NOW THEREFORE, in consideration of the advancement of the Loan, Mortgagor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Mortgagee, and its heirs, personal representatives, successors and assigns forever, the property located at 1040 N. Lakeshore Drive, Chicago, Illinois, as particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, all present and future buildings and improvements thereon and all chattels and fixtures now or hereafter erected or placed in or upon the Property or now attached to or used in connection with the Property, whether or not the same have or would become a part of the Property by attachment thereto, including, without limiting the generality of the foregoing: all electrical, heating, cooling, ventilating, sprinkling, plumbing and other mechanical systems, and all pipes, wires, fixtures and apparatus forming a part of or used in connection therewith; and all wall-to-wall carpeting; all of which shall be deemed to be fixtures and together with the Property, buildings and improvements, tenements, hereditaments and appurtenances are hereinafter referred to collectively as the "**Premises**".

To have and to hold said Premises, and all the rent, issues and profits thereof, to Mortgagee, its respective heirs, personal representatives and assigns, subject, however, to all legal highways, zoning restrictions, easements, covenants and restrictions of record, and to the conditions contained herein.

NOW THEREFORE, Mortgagor further covenants and agrees:

1. To perform all obligations due under the Note and other Loan Documents and pay all other amounts secured hereby when due.
2. To keep the Premises in good condition and repair and to not commit or permit waste of the Premises, or any substantial renovation or change thereto.
3. To pay all taxes, assessments and all other amounts owed which may accrue, be levied or assessed upon the Premises or any part thereof or which may be or become a lien upon the Premises or have priority in payment to the indebtedness hereby secured when and as the same become due.

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4. (a) To keep and maintain in force on the Premises policies of property casualty damage insurance in an amount sufficient to prevent Mortgagor from being a co-insurer, such insurance to be in form and substance and with insurers reasonably satisfactory to Mortgagee.
- (b) All casualty insurance shall be first payable in case of loss to Mortgagee but, so long as no Event of Default has occurred and is continuing, full power being hereby reserved to Mortgagor to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured or, at its option, toward the repair, reconstruction or restoration of the Premises.
5. To pay to Mortgagee all moneys received as compensation for the taking of the Premises or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever, and all moneys received as damages for injury sustained by the Premises or any part thereof, and in any such event Mortgagee may elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.
6. That Mortgagee shall have the right to inspect the Premises at all reasonable times.
7. That upon failure of Mortgagor to comply with any of the provisions of this Mortgage, Mortgagee may, but without any obligation so to do, enter upon the Premises and cure said default and all sums so paid shall be immediately due and payable, shall bear interest at the highest rate permitted to be charged on delinquent payments under the Note, and shall, together with such interest, be added to the indebtedness hereby secured.
8. Not to further make, create or suffer to be made or created any sale, transfer, lease, conveyance, encumbrance or assignment of the Premises, or any part thereof or ownership or equity interest therein, whether voluntary or by operation of law or any contract or agreement to do any of the same, without Mortgagee's prior written consent.
9. That Mortgagor shall pay all sums, including costs and attorney fees, which Mortgagee may incur in any proceedings to prevent the commission of waste or establish or preserve the lien of this Mortgage or its priority, or in connection with any suit to enforce this Mortgage or recover the indebtedness hereby secured. All such sums shall be immediately due and payable, shall bear interest at the highest rate permitted to be charged on delinquent payments under the aforesaid Note hereby secured and shall, together with such interest, be added to the indebtedness hereby secured.
10. That Mortgagor shall indemnify Mortgagee for and hold Mortgagee harmless from and against any loss suffered or liability, including without limitation reasonable attorneys' fees, incurred by Mortgagee on account of any damage to the person or property of the parties hereto or of third parties by reason of or in connection with the construction, operation or management of the Premises, whether or not such damage is partly due to the negligence of Mortgagee or its employees or agents, unless such damage was caused solely by the act or acts of Mortgagee or its employees or agents while on the Premises.

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11. That upon the occurrence of any of the following ("Events of Default"):

(i) a default under the terms of the Note or any other Loan Document, after the expiration of any applicable grace periods; or

(ii) the failure to pay any amount due hereunder within 10 days from the date which it is due; or

(iii) a default in the due observance or performance of any other non-monetary provision of this Mortgage and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Mortgagor by the Mortgagee; provided, however, if the default is such that it cannot be reasonably cured within said 30 day cure period, Mortgagor commences and diligently pursues a cure, and Mortgagee reasonably believes that Mortgagor can effectuate a cure, then Mortgagor may have an additional period of time, not to exceed an additional 45 days, to cure such default; or

(iv) upon the filing of any lien or charge against the Premises or any part thereof which is not removed to the satisfaction of Mortgagee within a period of twenty (20) days thereafter; or

(v) the institution of any proceeding to enforce a lien or charge upon the Premises or any part thereof; or

(vi) the filing of any proceeding by or against Mortgagor in bankruptcy, assignment by Mortgagor of its property for the benefit of creditors, the placing of Mortgagor's property in receivership, trusteeship or conservatorship with or without action or suit in any court; or

(vii) the abandonment by Mortgagor of all or any part of the Premises;

then the whole of the indebtedness hereby secured shall, at Mortgagee's option, become immediately due and payable without demand or notice, shall bear interest at the highest rate permitted to be charged on delinquent payments under the Note, and this Mortgage shall become absolute and subject to foreclosure.

12. All notices required to be sent hereunder shall be in writing and shall be effective either (i) within three (3) days after being deposited with the U.S. Postal Service; (ii) within one (1) day after delivery to Federal Express or a similar nationally recognized overnight courier service; or (iii) upon receipt, if personally delivered or delivered by telecopy.

13. That neither the exercise by Mortgagee of any right or remedy herein given or reserved, nor delay or failure by Mortgagee to exercise any such right or remedy, in case of one or more defaults, shall constitute a waiver thereof, or estop Mortgagee thereafter from exercising the same or any other right or remedy at any time in respect to the same or any subsequent default or defaults. All such rights and remedies shall be cumulative and none shall be exclusive of the other or others or by any right or remedy now or hereafter given or allowed by law.

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14. When the entire indebtedness becomes due and payable, because of demand of Mortgagee or because of any event of default, the Mortgagee has the power to grant, bargain, sell, release, and convey the Premises which are subject to this Mortgage, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, good and sufficient deeds of conveyance as provided by statute, and from the proceeds to retain all sums due according to this Mortgage and the Note, including the costs and charges of the sale, and the attorneys fees provided by law, returning the surplus money, if any, to the Mortgagor, or the Mortgagor's successors in interest, if any.

15. This Mortgage shall be governed by the laws of the State of Ohio, except that the creation, perfection and enforcement of the liens and security interests created pursuant to this Mortgage shall be governed and construed according to the law of the State of Illinois, it being understood that to the fullest extent permitted by the laws of such State of Illinois, the law of the State of Ohio shall govern the Note, this Mortgage, and the other Loan Documents. In the event that any provision 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 provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable.

16. Mortgagor hereby specifically waives all rights to redemption from sale pursuant to any default or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each owner of redemption as defined in Section 5/1213 of the Illinois Code of Civil Procedure (735 ILCS 5/15/1212) and all other persons, to the full extent permitted by Section 5/15 1601 of the Illinois Code of Civil Procedure (735 ILCS 5/15 1601) and any successor provisions.

And Mortgagor, for itself and its heirs, personal representatives, successors and assigns, hereby covenants with Mortgagee, and its heirs, personal representatives, successors and assigns, that Mortgagor is the true and lawful owner of said Premises, is well seized of the same in fee simple, and has good right and full power to bargain, to sell and to convey the same in the manner set forth above, and that the same are free and clear from all encumbrances, except easements, covenants and restrictions of record; and further that Mortgagor will warrant and defend the same against all claims of all persons whomsoever.

This Mortgage shall secure unpaid Loan balances and other advances which Mortgagee is obligated or authorized to make, if any, as well as interest on the Loan balance after this Mortgage is delivered for filing, pursuant to the provisions of the Note. The maximum amount which is secured hereby is \$1,357,500.00 exclusive of interest thereon and unpaid balances of advances made with respect to the Premises for the payment of taxes, assessments, insurance premiums, and costs incurred for the protection of the Premises and other costs which the Mortgagee is authorized and/or obligated by this Mortgage or any other Loan Document to pay on Mortgagor's behalf. The Note matures on or before July 1, 2008.

If any term, covenant or condition of this Mortgage or the application thereof to any person or circumstance shall, to any extent, be either invalid or unenforceable, the remainder of this Mortgage or the application of such term, covenant or condition to persons or circumstances other

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than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Mortgage shall be valid and be in force to the fullest extent permitted by law.

NOW, IF SAID MORTGAGOR, OR ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL WELL AND TRULY PAY SAID NOTE ACCORDING TO ITS TENOR TO SAID MORTGAGEE, THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, THEN THESE PRESENTS SHALL BE NULL AND VOID, AND SHALL BE RELEASED BY MORTGAGEE; OTHERWISE THIS MORTGAGE SHALL REMAIN IN FULL FORCE AND EFFECT.

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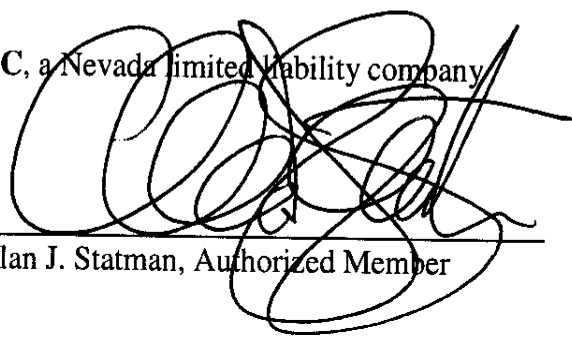
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage effective as of the date first written above.

MORTGAGOR:

3CP, LLC, a Nevada limited liability company



By: _____

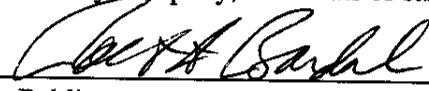
Alan J. Statman, Authorized Member

STATE OF Ohio)

COUNTY OF Hamilton)

) SS:

BE IT REMEMBERED, that the foregoing instrument was signed and acknowledged before me, a Notary Public, on the 29 day of June, 2007, by Alan J. Statman, the Authorized Member of 3CP, LLC, a Nevada limited liability company, on behalf of said entity.



Notary Public

My Commission Expires on: _____

This Mortgage prepared by:

M. Ryan Kirkham, Esq.
Strauss & Troy L.P.A.
The Federal Reserve Building, Fourth Floor
150 East Fourth Street
Cincinnati, Ohio 45202-4018
(513) 621-2120

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ROBERT A. BARDACH
Notary Public at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03

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EXHIBIT A LEGAL DESCRIPTION

Unit 17-C together with its undivided percentage interest in the common elements in Carlyle Apartment Condominium, as delineated and defined in the Declaration recorded as document number 19899524, in the South Fractional Quarter of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

C/K/A: 1040 North Lake Shore Drive, Unit 17-C, Chicago, IL

Permanent Index Number: 17-03-202-061-1051 (Volume No. 496)

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