

# UNOFFICIAL COPY



UPON RECORDATION RETURN TO:

Jeff Stahl  
Stahl Cowen Crowley LLC  
55 W. Monroe St., Suite 1200  
Chicago, IL 60603

**Doc#: 0723434068 Fee: \$32.00**  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/22/2007 10:58 AM Pg: 1 of 5

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(Space Above For Recorder's Use)

**MORTGAGE**

Property of Cook County Clerk's Office

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## MORTGAGE

**THIS MORTGAGE** (the "Mortgage") is made as of October 19, 2006, by Clark and Dickens LLC, an Illinois corporation (the "Mortgagor") to Lowell I. Stahl, Jeffrey J. Stahl, and NCP Holdings LLC, an Illinois limited liability company (the "Lenders").

On or about October 19, 2006, Mortgagor executed and delivered to Lenders three (3) Promissory Notes (the "Notes") to Lenders payable as follows: (i) to the order of Lowell I. Stahl in the principal sum of Seven Hundred Seven Thousand One Hundred Fifteen and 98/100 Dollars (\$707,115.98), bearing interest and payable as set forth in that certain Note, (ii) to the order of Jeffrey J. Stahl in the principal sum of One Hundred One Thousand Sixteen and 57/100 Dollars (\$101,016.57), bearing interest and payable as set forth in that certain Note, and (iii) to the order of NCP Holdings LLC in the principal sum of Two Hundred Two Thousand Thirty Three and 13/100 Dollars (\$202,033.13), bearing interest and payable as set forth in that certain Note.

In order to secure the payment of the principal indebtedness under the Notes and interest and premiums on the principal indebtedness under the Notes (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums which may be at any time due under the Notes or this Mortgage (collectively sometimes referred to herein as "Indebtedness"); and to secure the performance and observance of all the provisions contained in this Mortgage, and the Notes, and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor DOES HEREBY MORTGAGE AND CONVEY unto Lenders, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE REAL ESTATE located in the State of Illinois (the "Real Estate") and legally described on Exhibit A attached hereto.

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located on or used or intended to be used in connection with the Real Estate or the improvements, or in connection with any construction thereon, and owned by Mortgagor, and all of Mortgagor's rights or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest,

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property, possession, claim and demand whatsoever, at law as well as in equity, in and to the same.

In the event of a default in payment of any of the Notes, or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in the case of waste or non-payment of taxes or assessments on said Premises, or of a breach of any of the covenants or agreements herein contained or in the Notes, then and in such case the whole of said principal sum and interest payable under the Notes, shall thereupon, at the option of the Lenders, its heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this Mortgage may be immediately foreclosed to pay the same by said Lenders, its heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents issues and profits thereof.

If any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this Mortgage.

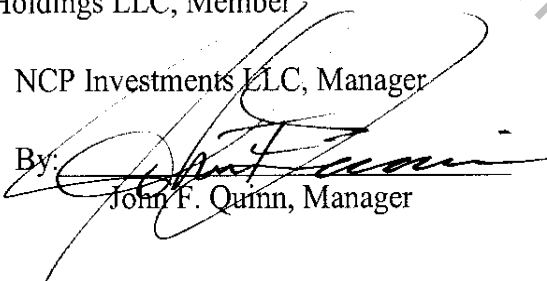
Dated this 19th day of October, 2006

CLARK AND DICKENS LLC

By: NCP Holdings LLC, Member

By: NCP Investments LLC, Manager

By:

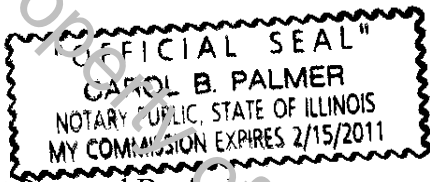
  
John F. Quinn, Manager

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Quinn, personally known to me to be the Manager of NCP Investments LLC, the Manger of NCP Holdings LLC, a Member of Clark and Dickens LLC, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, on behalf of NCP Investments LLC for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of October, 2006.



*Carol B. Palmer*  
Notary Public

This Instrument Prepared By And  
After Recording Should be Mailed To:

Mail Subsequent Tax Bills To:

Stahl Cowen Crowley LLC  
55 West Monroe Street  
Suite 1200  
Chicago, IL 60603

Clark and Dickens LLC  
360 North Michigan Avenue  
Suite 1400  
Chicago, Illinois 60609

] Attn: Jeffrey J. Stahl

Cook County Clerk's Office

