

UNOFFICIAL COPY



Doc#: 0814844026 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/27/2008 03:48 PM Pg: 1 of 7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE (this "Mortgage") is made as of this 15th day of May, 2008, by LEWIS A. CAROTEL ("Mortgagor"), whose address is 5214 N. Christiana, Chicago, Illinois 60625, in favor of RANDOLPH ABRAHAMS, whose address is c/o Bridge Finance Group, L.L.C., 233 Wacker Drive, Suite 5350, Chicago, Illinois 60606, ("Mortgagee").

RECITALS

A. Mortgagor is obligated and indebted to Mortgagee in the principal sum of \$55,000 as evidenced by a Promissory Note dated as of May 23, 2006 (the "Note").

B. Mortgagee wishes to secure: (i) the prompt payment of all obligations and indebtedness of Mortgagor accruing to Mortgagee under the Note, (ii) the prompt payment of the obligations of Mortgagor to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to this Mortgage; (iii) the prompt performance of each and every covenant, condition, and agreement of Mortgagor and contained in this Mortgage and the Note; and (iv) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and indebtedness of any kind or nature now or hereafter owing, arising, due or payable from Mortgagor to Mortgagee or in connection with the transactions contemplated by the Note. All obligations, liabilities and indebtedness of every nature of Mortgagor to Mortgagee are hereinafter sometimes collectively referred to as the "Obligations."

C. Inasmuch as this Mortgage may provide for advances to be made in the future ("Future Advances"), this Mortgage is given to, and shall, secure not only existing indebtedness, but also the payment of any and all Future Advances, whether such Future Advances are obligatory or are to be made at the option of Mortgagee, or otherwise, which are to be made within ten (10) years from the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$200,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property (as hereinafter defined), if any, together with interest on such disbursements. Mortgagor hereby agrees that it shall not execute or file or record any notice limiting the maximum principal amount that may be so secured, and that no such notice shall be of any force and effect whatsoever unless Mortgagee shall have consented thereto in writing signed by Mortgagee and recorded in the public records of the county in which the Land (as hereinafter defined) is

UNOFFICIAL COPY

situated.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND TO SECURE the prompt payment and performance of all Obligations of Mortgagor to Mortgagee, including all liabilities, obligations and indebtedness of Mortgagor under this Mortgage, Mortgagor has executed this Mortgage and does hereby mortgage, convey, assign, warrant, transfer, pledge and grant to Mortgagee a security interest in all of the following described property and all proceeds thereof (which property is hereinafter sometimes collectively referred to as the "Property"):

- A. The real estate described on Exhibit A attached hereto (the "Land");
- B. All of the following (collectively, the "Improvements"): all buildings, improvements and fixtures of every kind or nature situated on the Land; and all additions, substitutions and replacements to any of the foregoing;
- C. All easements, servitudes, rights-of-way, water courses, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto ("Appurtenances");
- D. All agreements for use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "Leases") and all rents, prepayments, termination payments, royalties, profits, issues and revenues from the Land and/or Improvements from time to time accruing under the Leases or otherwise (the "Rents"), reserving to Mortgagor, however, so long as no "Event of Default" (hereinafter defined) has occurred, a revocable license to receive and apply the Rents in accordance with the terms and conditions of **Section 9** of this Mortgage;
- E. To the extent assignable, Mortgagor's interest in all claims, demands, judgments, insurance proceeds, tax refunds, rights of action, awards of damages, compensation, and settlements hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or Appurtenances or any part thereof, or (iii) the ownership or operation of the Property;
- F. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property of the types described in the preceding granting clauses; and
- G. Any and all after-acquired right, title or interest of Mortgagor in and to any property of the types described in the preceding granting clauses.

TO HAVE AND TO HOLD the Property and all parts thereof together with the rents, issues, profits and proceeds thereof, unto Mortgagee, to its own proper use, benefit, and advantage forever, subject, however, to the terms, covenants, and conditions herein.

PART I

UNOFFICIAL COPY

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Payment of Indebtedness; Performance of Obligations.**

Mortgagor shall promptly pay and perform when due all the Obligations.

2. **Taxes and Other Obligations.**

Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions and other charges that have heretofore been, or may hereafter be, imposed, levied or assessed upon, or against, the Property, or any part thereof.

3. **Use of Property.**

Unless required by applicable law, Mortgagor shall not permit material changes in the use of any part of the Property from the use existing at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent.

4. **Insurance and Condemnation.**

(a) **Insurance.**

(i) Mortgagor shall keep the Improvements insured, and shall maintain general liability and other insurance coverage, all in such amounts and as is otherwise reasonably required by Mortgagee and name Mortgagee as mortgagee loss payee under all such policies and provide Mortgagee evidence of such insurance coverage and endorsement.

(ii) In case of loss or damage by fire or other casualty, Mortgagor shall give immediate written notice thereof to the insurance carrier(s) and to Mortgagee. Mortgagee is authorized and empowered, and Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact (such appointment is coupled with an interest), at its option, to make or file proofs of loss or damage and to settle and adjust any claim under insurance policies which insure against such risks, or to direct Mortgagor, in writing, to agree with the insurance carrier(s) on the amount to be paid in regard to such loss. The preceding appointment as attorney-in-fact shall only be exercised by Mortgagee after the occurrence and during the continuance of an Event of Default (in which event Mortgagee shall have all of the rights set forth in the preceding sentence to the fullest extent and Mortgagor agrees to comply with same), provided, however that (A) Mortgagee shall also be permitted to make or file proofs of loss or damage if Mortgagor has failed to make a claim or file a proof of loss or damage within five (5) days in respect of any insurable loss in excess of \$25,000 (in which event Mortgagee shall have the sole right to settle, adjust and otherwise agree with the insurance carrier(s) as to the amounts to be paid in respect of such loss), and (B) Mortgagor shall not in any event adjust or settle any claim, or agree with the applicable insurance carrier(s) on the amount to be paid in regard to any loss, in each case to the extent the aggregate amount of claims or losses exceeds \$25,000 in any fiscal year of Mortgagor, unless consented to in writing by Mortgagee. The insurance proceeds are hereby assigned as security to Mortgagee.

UNOFFICIAL COPY

(b) Condemnation.

Mortgagor shall within three (3) business days of its receipt of notice thereof, notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Mortgagor shall, after consultation with Mortgagee, appear in and prosecute any such action or proceeding. Upon Mortgagor's failure to act, Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor (such appointment as attorney-in-fact is coupled with an interest), to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee and applied to the Obligations. Mortgagee is authorized (but is under no obligation) to collect any such proceeds.

5. Preservation and Maintenance of Property.

Mortgagor shall: (a) not commit waste or permit impairment or deterioration of the Property, subject to ordinary wear and tear and damage by fire or other casualty; (b) not abandon the Property; (c) keep the Property in good repair and restore or repair promptly, in a good and workmanlike manner, all or any part of the Property to the equivalent of its condition as of the date hereof, subject to ordinary wear and tear, or such other condition as Mortgagee may approve in writing, upon any damage or loss thereto; (d) comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property; and (e) give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Mortgagee.

6. Protection of Security.

If (a) Mortgagor fails to pay or perform the Obligations, or (b) any action or proceeding is commenced which adversely affects or would reasonably be expected to adversely affect the Property or Mortgagee's interest therein, including any loss, damage, cost, expense or liability incurred by Mortgagee with respect to (i) any environmental matters relating to the Property or (ii) the preparation of the commencement or defense of any action or proceeding or any threatened action or proceeding affecting the Property, then Mortgagee, at its option, may make such appearances, disburse such sums and take such action as it deems reasonably necessary, to protect the Property or Mortgagee's interest therein, including entry upon the Property to take such actions it reasonably determines appropriate to preserve, protect or restore the Property. Any amounts disbursed pursuant to this **Section 6** (including reasonable attorneys' fees, costs and expenses), together with interest thereon at the rate of interest specified in the Note from the date of disbursement, shall become additional indebtedness of Mortgagor secured by the lien of this Mortgage and shall be due and payable on demand. Nothing contained in this **Section 6** shall require Mortgagee to incur any expense or take any action hereunder.

7. Inspection.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage or has caused the same to be executed by its duly authorized representatives as of the date first above written.

MORTGAGOR:


LEWIS A. CARUFEL

DRAFTED BY, RECORDING REQUESTED
BY AND AFTER RECORDING RETURN TO:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Attn: Jeffrey L. Elegant, Esq.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Certification of Notary Public:

Exact name of notary public appearing on his/her certificate of appointment: Mary Lou Spinasanto
Notary public, State of IL, County of COOK
My commission expires July 26, 2009.
Acting in the County of Cook.

STATE OF IL)
COUNTY OF COOK)

I, Mary Lou Spinasanto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lewis A. Carufel 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 and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of May, 2008.

Mary Lou Spinasanto
Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

See attached.

Common Address: 5214 N. Christiana
Chicago, Illinois 60625

PIN: 13-11-221-021

Lot 29 and Lot 30 in Block 13 in North Park Addition to Chicago, a Subdivision of Parts of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 11, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois