

UNOFFICIAL COPY

CONTRACTOR'S LIEN SERVICES

DOCUMENT PREPARED BY

AND RETURN TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646
773-594-9090
773-594-9094 fax
getpaid@paydaylien.com



Doc#: 0821256019 Fee: \$31.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2008 11:18 AM Pg: 1 of 5

ASSIGNMENT OF LIEN

THE ASSIGNOR(S) (NAME AND ADDRESS)

KL Painting

3737 N Nora Ave
Chicago, IL 60634

(The Above Space For Recorder's Use Only)

On the _____, County of **Cook**, State of Illinois for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid, ASSIGNS, CONVEYS and WARRANTS to

Contractors Lien Services, Inc. 6315 N. Milwaukee Avenue, Chicago, IL 60646

(NAMES AND ADDRESS OF GRANTEES)

All of Assignor's rights, titles and interest in that certain Claim for Lien, dated 07/24/2008 and recorded under document # 0820656065 upon the following described Real Estate situated in the County of **Cook** in the State of Illinois, to wit: (See reverse side for legal description.).

Permanent Index Number (PIN): B 25 412 29 0000

Address(es) of Real Estate: **2623 N Rockwell St, Chicago, IL 60647**

Owner of Record: 2619 N ROCKWELL LLC

Page 1 of 3

SEE REVERSE SIDE >

Lien ID: 3307-4271

Title company please be informed that this lien incurs 10% interest from date of filing and must be calculated at time of closing pursuant to 770ILCS 60/1(a) of the Illinois Lien Act.

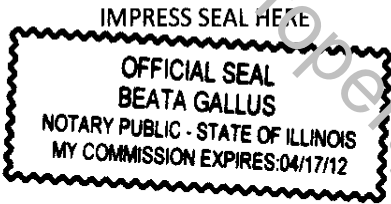
UNOFFICIAL COPY

DATED this

By Miriam Kunowski
Client

Stam Gouder
Contractors Lien Services, Inc..

State of Illinois, County of **Cook** ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **KL Painting** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and official seal, this
My Commission expires 4/17/12

Beata Gallus, NOTARY PUBLIC

This instrument was prepared by:
Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646

* If Grantor is also Grantee you may wish to strike Release and Waiver of Homestead Rights.

UNOFFICIAL COPY

Legal Description

of the premises commonly known as or see Exhibit A:

Property of Cook County Clerk's Office

TAKE NOTICE

BY VIRTUE OF THIS ASSIGNMENT OF CLAIM FOR LIEN, CONTRACTORS LIEN SERVICES, INC. HAS BECOME THE CLAIMANT FOR ALL PURPOSES. ALL NOTICES OF ANY KIND WHETHER PROVIDED FOR OR REQUIRED BY STATUTE OR OTHERWISE MUST BE SENT TO CONTRACTORS LIEN SERVICES, INC. AT 6315 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60646. NOTICES SENT TO THE FORMER CLAIMANT WILL NOT BE VALID. FURTHER, ONLY CONTRACTORS LIEN SERVICES, INC. CAN NEGOTIATE A SETTLEMENT OF THIS CLAIM FOR LIEN. ANY PAYMENTS MADE TO THE FORMER CLAIMANT WILL NOT AFFECT YOUR LIABILITY UNDER THE CLAIM FOR LIEN OR TO CONTRACTORS LIEN SERVICES, INC.

MAIL TO:

Contractors Lien Services, Inc.
6315 N. Milwaukee Ave.
Chicago, IL 60646

OR PLACE IN RECORDER'S BOX NO. _____

UNOFFICIAL COPY**RECORDATION REQUESTED BY:**

Community First Bank -
Chicago
Main Office
7555 N. Western Avenue
Chicago, IL 60645



Doc#: 0708045088 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/21/2007 11:33 AM Pg: 1 of 14

WHEN RECORDED MAIL TO:

Community First Bank -
Chicago
Main Office
7555 N. Western Avenue
Chicago, IL 60645

① GNT # 07-0137

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Dawn Gregory, Assistant Vice President
Community First Bank - Chicago
7555 N. Western Avenue
Chicago, IL 60645

CONSTRUCTION MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,470,000.00.

THIS MORTGAGE dated March 19, 2007, is made and executed between 2619 N. Rockwell, LLC, an Illinois Limited Liability Company, whose address is 1436 N. Dee, Park Ridge, IL 60068 (referred to below as "Grantor") and Community First Bank - Chicago, whose address is 7555 N. Western Avenue, Chicago, IL 60645 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

THAT PART OF LOTS 25, 26, 27 AND 28 IN BLOCK 18 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THAT PART OF HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25, THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 25, 26, 27 AND 28 A DISTANCE OF 97.35 FEET TO A POINT, THENCE SOUTHEAST A DISTANCE OF 149.00 FEET TO A POINT IN THE EAST LINE OF SAID LOT 25, A DISTANCE OF 17.54 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 25, A DISTANCE OF 17.54 FEET TO SAID SOUTHEAST CORNER, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25, A DISTANCE OF 125.82 FEET TO THE POINT OF BEGINNING IN COOK

140B

UNOFFICIAL COPY**MORTGAGE
(Continued)**

Page 2

Loan No: 20123850

COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2619-23 N. Rockwell, Chicago, IL 60647. The Real Property tax identification number is 13-25-412-029-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Illinois.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage,