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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0828140049 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/07/2008 10:26 AM Pg: 1 of 10

Property of Cook County Clerk's Office

8446535/28051835 2/1

The property identified as: PIN: 03-29-340-031-1071

Address:

Street: 171 WEST WING STREET, UNIT 203

Street line 2:

City: ARLINGTON HEIGHTS State: IL ZIP Code: 60005

Lender: METROSCAPES, LLC

Borrower: REALWORKS, LLC

Loan / Mortgage Amount: \$80,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

10hc

Certificate number: 0EC5CAEB-1CB3-4B33-BC1C-4E5C14D8744A

Execution date: 09/30/2008

BOX 333-CT

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Prepared by:

Peter A. Pacione

Storino, Ramello &amp; Durkin

9501 West Devon Avenue, 8th Floor

Rosemont, Illinois 60018

Return to:

Peter A. Pacione

Storino, Ramello &amp; Durkin

9501 West Devon Avenue, 8th Floor

Rosemont, Illinois 60018

**JUNIOR MORTGAGE**

This Junior Mortgage is made this 30<sup>th</sup> day of September, 2008, by Realworks LLC, an Illinois limited liability company ("Mortgagor"), to Metroscapes, LLC, an Illinois limited liability company, 171 West Wing Street, Suite 202B, Arlington Heights, Illinois 60005 ("Mortgagee").

**Mortgagor has entered into a Commercial Property Purchase Contract for the Parcels located at 171 W. Wing Street (Unit 203), Arlington Heights, Illinois (the "Contract") with Mortgagee, pursuant to which Mortgagor is purchasing the Property (defined below).**

**As a result of the closing under the Contract, Mortgagor is justly indebted to Mortgagee in the sum of Eighty Thousand Dollars (\$80,000), and has agreed to pay the same, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing the same date as this Mortgage, with a final payment due on September 30, 2011, unless sooner paid.**

**For good and valuable consideration and to secure the payment of the Note and any other indebtedness which may accrue hereunder (the "Indebtedness"), the Mortgagor does hereby mortgage to Mortgagee, its successors and assigns, Mortgagor's fee simple interest in the land located in Cook County, Illinois (the "Property") and described as follows:**

SEE ATTACHED LEGAL DESCRIPTION

together with (1) all fixtures now or hereafter located in the Property or improvements to the Property, all of which are hereinafter referred to as the "Mortgaged Premises"; and (2) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases now or hereafter affecting the Mortgaged Premises, together with all security therefor.

**THIS PROPERTY IS NOT HOMESTEAD PROPERTY**

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth; PROVIDED, HOWEVER, that if and

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when Mortgagor shall pay the Indebtedness in full this Mortgage shall be released; otherwise the same shall be and remain in full force and effect.

Mortgagee, by acceptance of this Junior Mortgage, agrees that this Junior Mortgage and the rights of Mortgagee hereunder shall be subject and subordinate to a first mortgage being executed and delivered by Mortgagor to Village Bank & Trust to pay for the acquisition of the Property (the "First Mortgage"), and to all the provisions thereof.

## MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PURCHASE MONEY MORTGAGE. Mortgagor acknowledges that this is a Purchase Money Mortgage issued in connection with the sale of the Property.

2. VALID LIEN. This Mortgage is and shall remain a valid mortgage lien on the Mortgaged Premises until the payment in full of the Indebtedness.

3. PROMPT PAYMENT. Mortgagor shall promptly pay the Indebtedness at the times and in the manner provided in Note and this Mortgage.

4. PAYMENT OF TAXES AND OTHER IMPOSITIONS. Mortgagor shall promptly pay, when due and payable, all taxes and assessments (general and special), water and sewer charges, public impositions, levies, dues and other charges, of whatever nature (collectively "Impositions"), which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against the Mortgaged Premises, or any part thereof, other than matters expressly permitted herein.

5. INSURANCE.

a. Until the Indebtedness is paid in full, Mortgagor shall keep and maintain Public Liability Insurance coverage in the amount of \$1,000,000 per occurrence and, keep the property continuously insured against casualty and other loss, damage or claims in an amount equal to the full replacement cost thereof, by policies of insurance hereafter set forth, in such amounts and for such periods as may from time to time be required by Mortgagee ("Insurance Policies") which Insurance Policies shall be written as standard builders risk or property insurance policies and by insurance companies acceptable to Mortgagee, and all Insurance Policies and renewals thereof shall, when applicable, include a mortgagee endorsement naming Mortgagee, in form acceptable to Mortgagee. Insurance Policies shall provide that the coverage provided thereunder shall not be terminated as to Mortgagee except upon thirty (30) days prior written notice to Mortgagee. If a loss occurs, the proceeds shall be placed with a depository reasonably approved by Mortgagee and applied to restoration of the damaged improvements.

b. Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by hereby, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Premises. This insurance may, but need not, protect

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Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor have obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Mortgaged Premises, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor's total outstanding Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on Mortgagor's own.

6. CONDEMNATION. Mortgagor will promptly notify Mortgagee of any action or proceeding relating to any Condemnation (including without limitation change of grade), whether direct or indirect, of the Mortgaged Premises or part thereof or interest therein, and Mortgagor will appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any such Condemnation, and to settle or compromise any claim in connection with such Condemnation, provided, however, that Mortgagee shall have no obligation to do so.

7. CASUALTY OR CONDEMNATION AFTER FORECLOSURE. In the event of Casualty or Condemnation after foreclosure proceedings have been instituted, insurance proceeds or condemnation awards shall be used to pay the amounts due in accordance with any decree of foreclosure which may be entered in any such proceedings and the balance, if any, shall be paid to owner of the equity of redemption, if such owner shall be entitled to the same, or as the court may direct.

8. MORTGAGEE'S LIABILITY FOR COLLECTION OF PROCEEDS OR AWARDS. Mortgagee shall not be held liable for any failure to collect insurance proceeds or condemnation awards, regardless of the cause of such failure, and;

a. the power and authority granted to Mortgagee to collect insurance proceeds or condemnation awards are irrevocable and coupled with an interest and shall in no way affect the security of this Mortgage or the liability of Mortgagor for payment of Indebtedness; and

b. the entry of a decree of foreclosure of the lien hereof shall not affect or impair said power and authority.

9. USE OR WASTE. Mortgagor shall not:

a. abandon the Mortgaged Premises or do or suffer anything to be done which would depreciate or impair the value thereof or the security of this Mortgage; or

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- b. commit or permit to exist any waste of the Mortgaged Premises.

Mortgagor shall comply with and cause the Mortgaged Premises, and the use and condition thereof, to comply with all statutes, ordinances, requirements, regulations, orders and decrees relating to Mortgagor or the Mortgaged Premises, or the use thereof, by any federal, state, county or other governmental authority and with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permit, privileges, franchises and concessions (including, without limitation, those relating to land use and development, construction, access, water rights, noise and pollution) which are applicable to Mortgagor or have been granted for the Mortgaged Premises, or the use thereof.

10. WAIVERS. To the full extent permitted by law, Mortgagor:

- a. hereby expressly waives any and all rights of redemption on its own behalf, and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the intent of Mortgagor that any and all such statutory rights of redemption of Mortgagor and all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law; and

- b. for itself and all who or which claim by, through or under Mortgagor, waives any and all right to have the Mortgaged Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose the lien of this Mortgage may order the Mortgaged Premises sold as an entirety.

11. DEFAULT. Any of the following events shall be deemed to be a Default (without limiting any of the matters described as defaults in Section, each of which shall also constitute a Default):

- a. Mortgagor shall fail to pay any part of Indebtedness, when due;

- b. Mortgagor shall default in the performance of any of the terms, agreements, covenants or conditions contained herein or in documents executed in connection herewith, or under any document evidencing or securing the First Mortgage, which is not cured within applicable cure periods;

- c. Mortgagor shall file a petition in voluntary bankruptcy or pursuant to any provision of the Federal Bankruptcy Act or similar state or federal law, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its or his debts;

- d. Mortgagor shall be adjudicated bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or the major part of its property in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of Mortgagor in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor

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and such trustee or receiver shall not be discharged or such jurisdiction relinquished, vacated or stayed on appeal within the time, if any, specified in the First Mortgage;

e. Mortgagor shall make an assignment for the benefit of creditors or shall admit, in writing, its inability to pay its debts generally as the same become due or shall consent to the appointment of a receiver, trustee or liquidator of all or the major part of its or his property;

f. Mortgagor shall default in the performance of any obligation contained in any document evidencing any indebtedness due and owing to Mortgagee, which is secured by any part or all of the Mortgaged Premises, and such default is not cured within the time permitted pursuant thereto.

12. REMEDIES. Upon the occurrence of a Default, Mortgagee shall have the right to immediately foreclose this Mortgage. In the event of any foreclosure of the Mortgaged Premises (or commencement of or preparation for the same) in any court, all expenses of every kind paid or incurred by Mortgagee for the enforcement, protection or collection of this security, including reasonable costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, title charges and other reasonable costs and expenses shall be paid by Mortgagor.

13. POSSESSORY RIGHTS OF MORTGAGEE. Upon the occurrence of a Default, after a judgment placing the Mortgagee in possession of the Mortgaged Premises has been entered by a court of competent jurisdiction, Mortgagee shall be entitled, in its sole discretion, to perform any of the following:

a. enter and take actual possession of the Mortgaged Premises, Leases and the rents payable pursuant thereto, personally or by its agents or attorneys and excluding Mortgagor therefrom;

b. as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and pursuant to the powers herein granted, hold, operate, manage and control the Mortgaged Premises and leases and collect all rentals payable pursuant thereto, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as, in its discretion, may be deemed proper or necessary to enforce the terms and conditions of Leases and the rentals payable pursuant thereto (including actions for the recovery of rents, actions in forcible detainer and actions in distress of rent);

c. pay any amounts due pursuant to the First Mortgage and related documents;

d. cancel or terminate any leases or sublease for any cause or for any reason which would entitle Mortgagor to cancel the same;

e. elect to disaffirm any contract, lease or sublease made subsequent hereto or subordinated to the lien hereof;



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f. make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, constructions, betterments and improvements to the Mortgaged Premises which, in Mortgagee's sole discretion, may seem appropriate;

g. insure and re-insure the Mortgaged Premises against all risks incidental to Mortgagee's possession, operation and management thereof; and

h. perform such other acts in connection with the management and operation of the Mortgaged Premises as Mortgagee, in its sole discretion, may deem reasonable and proper;

Mortgagor hereby grants full power and authority to Mortgagee to exercise each and every of the rights, privileges and powers contained herein at any and all times following the occurrence of a Default. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rentals collected by it to the payment of, or on account of, the following, in such order as it may determine: (i) operating expenses of the Mortgaged Premises, including the cost of management and leasing thereof (ii) impositions, costs of repairs, decorating, renewals, replacements, alterations, additions, constructions or betterments and improvements of the Mortgaged Premises, including the cost, from time to time, of installing, replacing or repairing the Mortgaged Premises and of placing the Mortgaged Premises in such condition as will, in the reasonable judgment of Mortgagee, make the same readily rentable or saleable; and (iii) the Indebtedness, or any part thereof.

14. REMEDIES NOT EXCLUSIVE. No remedy or right of Mortgagee hereunder or pursuant to the Note or other documents evidencing or securing the Indebtedness or otherwise available under applicable law, shall be exclusive of any other remedy or right but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise of or omission to exercise any remedy or right accruing upon a Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein nor shall the same affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor and all rights powers and remedies of Mortgagee expressed herein shall be in addition to and not in limitation of those provided by law and in this Mortgage, Note or other documents evidencing or securing the Indebtedness.

15. NON-LIABILITY OF MORTGAGEE. Notwithstanding anything contained herein, Mortgagee may, but shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Mortgagor pursuant to leases, sales contract and any documents evidencing or securing the loan from the First Mortgage or otherwise and Mortgagor shall and does hereby agree to indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may or might incur pursuant thereto or by reason of Mortgagee's exercise of its rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants or agreements with

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respect to the Mortgaged Premises except in the event such loss, liability or damage is caused by reason of the willful misconduct, bad faith, or gross negligence of Mortgagee, its employees or agents. Mortgagee shall not have responsibility for the control, care, management or repair of the Mortgaged Premises nor shall Mortgagee be responsible or liable for any negligence in the construction, management, operation, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any tenants, licensee, employee or stranger upon the Mortgaged Premises except in the event such loss, liability, damage or injury is caused by reason of the willful misconduct, bad faith or gross negligence of Mortgagee, its employees or agents. Except as otherwise provided herein, no liability shall be enforced or asserted against Mortgagee in the exercise of the powers herein granted to it and Mortgagor expressly waives and releases any such liability. In the event Mortgagee incurs any such liability, loss or damage, pursuant hereto (and to any Lease or in the defense of any claim or demand), Mortgagor agrees to reimburse Mortgagee, immediately upon demand, for the amount thereof, including costs, expenses and reasonable attorneys' fees, except in the event such liability, loss or damage is caused by the willful misconduct, bad faith or negligence of Mortgagee, its employees or agents.

16. RELEASE. Upon payment in full of Indebtedness, this Junior Mortgage shall be null and void and an appropriate instrument of reconveyance or release shall promptly be made and delivered by Mortgagee to Mortgagor.

17. GOVERNING LAW. This Mortgage has been delivered in the State of Illinois and shall be construed in accordance with and governed by the laws of the State of Illinois without regard to its conflicts of law principles. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; however, if the same shall be prohibited by or invalid thereunder such provision shall be ineffective to the extent of such provisions of this Mortgage.

18. TIME IS OF THE ESSENCE. It is specifically agreed that time is of the essence of this Mortgage.

19. MODIFICATIONS. This Mortgage may not be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

20. NOTICES. Any notice, consent or other communication to be given hereunder or pursuant to the Note shall be in writing and shall be served either personally or by "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid, return receipt requested (which shall be effective on receipt or refusal). All such notices, consents or other communications shall be addressed to Mortgagor and Mortgagee at their respective addresses set forth below or to such other addresses as Mortgagor, Mortgagee or such other parties, to whom copies of notices consents or other communications are to be mailed, may direct in writing:



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If to Mortgagor: Realworks LLC  
171 West Wing Street, Unit 203  
Arlington Heights, Illinois 60005  
Attention: Eddie Nahlawi

If to Mortgagee: Metroscapes, LLC  
171 West Wing Street, Unit 202B  
Arlington Heights, Illinois 60005  
Attention: Mark R. Anderson

21. BENEFIT. All grants, conditions and provisions hereof shall apply, extend to and be binding upon Mortgagor and all persons claiming any interest in the Mortgaged Premises by, through or under Mortgagor, and shall inure to the benefit of Mortgagee, its successors and assigns.

Mortgagor has executed this Mortgage.

Realworks LLC, an Illinois limited liability company

By: 

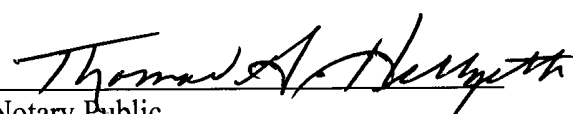
Print Name: AYAD M. NAHLAWI

Its: MANAGER

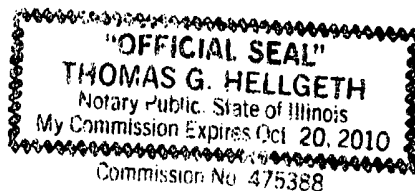
STATE OF ILLINOIS     )  
  )     SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Eddie Nahlawi, personally known to me to be the Manager of Realworks LLC, and 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 as such Manager, he signed and delivered the said instrument pursuant to his authority as Manager, and as the free and voluntary act said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Official Seal this 30<sup>th</sup> day of October, 2008.

  
Notary Public

My Commission Expires: Oct. 20, 2010



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## Legal Description

PARCEL ONE: UNIT 203 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN WING STREET CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED MAY 28, 2003 AS DOCUMENT NO. 0314831023, AS AMENDED FROM TIME TO TIME, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL TWO: THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACES 2, 23, AND 37, LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 0314831023, AS AMENDED FROM TIME TO TIME, AND AS ASSIGNED BY INSTRUMENTS RECORDED ON AUGUST 20, 2008, AS DOCUMENT NUMBERS 0823349012 AND 0823349010.

PARCEL THREE: EASEMENTS FOR THE BENEFIT OF PARCELS ONE AND TWO FOR INGRESS, EGRESS, USE AND ENJOYMENT AS SET FORTH IN CROSS EASEMENT AND COST SHARING AGREEMENT RECORDED AS DOCUMENT NO. 00577251.

PERMANENT INDEX NUMBER: 03-29-340-031-1071

PROPERTY ADDRESS: 171 WEST WING STREET, UNIT 203, ARLINGTON HEIGHTS, ILLINOIS 60005