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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0834550035 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/10/2008 03:49 PM Pg: 1 of 13

Property of Cook County Clerk's Office

The property identified as: **PIN:** 05-31-300-051-0000

**Address:**

**Street:** 450 Glenview Road

**Street line 2:**

**City:** Glenview

**State:** IL

**ZIP Code:** 60025

**Lender:** Glenview Convenient Store

**Borrower:** Vily, LLC

**Loan / Mortgage Amount:** \$55,105.59

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** B2F9FF33-7C6F-448D-A70C-61037FE98347

**Execution date:** 11/26/2008

**UNOFFICIAL COPY****MORTGAGE, ASSIGNMENT  
OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING****(COLLATERAL IS OR INCLUDES FIXTURES)**

THIS MORTGAGE, ASSIGNMENT  
OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING  
(this "Security Instrument") is made as of  
November 26, 2008, by VILY, LLC having an address of 5900 W. Dempster Avenue,  
Morton Grove, Illinois 60056 ("Borrower"), to GLENVIEW CONVENIENT STORE,  
LIMITED having an address of 450 Glenview Road, Glenview, Illinois 60025  
("Lender").

**WITNESSETH:**

**WHEREAS** VILY, LLC being the Borrower has requested that Lender make a  
loan to VILY, LLC, an Illinois limited liability company in the aggregate principal  
amount of FIFTY FIVE THOUSAND ONE HUNDRED AND FIVE DOLLARS  
59/100 CENTS (\$55,105.59) (the "Loan");

**WHEREAS**, Lender has agreed to make the Loan to Borrower's order upon,  
and subject to, the terms and conditions set forth herein and in the other Loan  
Documents;

**WHEREAS**, concurrently herewith, said VILY, LLC, an Illinois limited  
liability company has delivered to Lender its Promissory Note of even date  
herewith in the amount of the Loan (as the same may hereafter from time to time be  
modified, amended, replaced, restated, supplemented, renewed, or extended, and  
any note(s) issued in exchange therefore or in substitution thereof, collectively, the  
"Note") in evidence of the Loan, with interest from the date hereof at the rates set  
forth in the Note, such interest and the principal amount thereof to be payable in  
accordance with the terms and conditions provided in the Note, and which Note is  
guaranteed by Borrower named herein; and

**WHEREAS**, the Note is due and payable on December 1, 2010, if not sooner in  
accordance with the terms and conditions thereof or if not extended to a later date in  
accordance with the terms and conditions thereof;

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**NOW THEREFORE**, in consideration of the making of the Loan and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower hereby agrees, covenants, represents and warrants with and to Lender as follows:

## Article 1 - GRANTS OF SECURITY

**Section 1.1 BUSINESS MORTGAGED.** Borrower does hereby irrevocably mortgage, grant, bargain, pledge, assign, warrant, transfer and convey to Lender, and grant a security interest to Lender in, all of Borrower's right, title and interest in and to the following business, rights, and interests now owned or hereafter acquired by Borrower, whether now existing or hereafter created (collectively called the "Business"):

Seven Eleven Store located at 450 Glenview Road Glenview, Illinois 60025

(a) Fixtures and Personal Property. All machinery, equipment as such term is defined in Article 9 of the Uniform Commercial Code, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, and communications fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the property of the Business or the Improvements, or appurtenant hereto, and usable in connection with the present or future operation and occupancy of the property for the Business or the Improvements. (collectively, the "Personal Property"), and all proceeds and products of the above;

(b) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the property of the Business or the Business itself, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the property of the Business or the Business itself;

(c) Insurance Proceeds. All insurance proceeds in respect of the property of the Business or the Business itself under insurance policies covering the aforesaid, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damages;

(d) Other Rights; Replacements and Conversions. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (c) above and all renewals, substitutions, improvements, accessions, attachments, additions, replacements and all proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) to or of each of the items set forth in Subsections (a) through (c) above, including without limitation, all insurance proceeds and

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condemnation awards, and all conversions of the security constituted thereby (whether voluntary or involuntary and in whatever form).

## **Section 1.2. SECURITY AGREEMENT; FIXTURE FILING**

(a) This Security Instrument is a mortgage and a "security agreement" for the Business within the meaning of the Uniform Commercial Code as adopted and enacted by the State of Illinois (as amended, modified or replaced from time to time, the "UCC"). The Business includes personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Business. Borrower hereby grants to Lender as security for the Obligations, a security interest in the Business to the full extent that the Business may be subject to the UCC (the "UCC Collateral"). Borrower hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing, continuation or other statements signed only by Lender, as secured party, in connection with the UCC Collateral.

(b) From the date of its recording, this Security Instrument further constitutes a financing statement filed as a fixture filing and covers goods which are or are to become fixtures of the Business. For this purpose, Borrower is the "Debtor," and its name and mailing address are set forth in the preamble of this Security Instrument. Lender is the "Secured Party," and its name and mailing address also are set forth in the preamble of this Security Instrument. This document covers goods which are or are to become fixtures and personal property.

## **CONDITIONS TO GRANT**

TO HAVE AND TO HOLD the above granted and described Business unto and to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower and/or Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note and this Security Instrument, shall well and truly perform the other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note and in the other Loan Documents, these presents hereby granted shall cease, terminate and be void and appropriate release documents shall immediately be filed and recorded at Lender's expense.

## **Article 2 - DEBT AND OBLIGATIONS SECURED**

**Section 2.1 DEBT.** This Security Instrument and the grants, assignments and transfers made herein are given for the purpose of additionally securing the Debt up to FIFTY FIVE THOUSAND ONE HUNDRED AND FIVE DOLLARS 59/100 CENTS (\$55,105.59) not including any costs or expenses of Lender of foreclosure or collection of the amount of the Loan or to preserve or protect the Business.

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**Section 2.2 OBLIGATIONS.** This Security Instrument and the grants, assignments and transfers made herein are also given for the purpose of securing the performance of the following (the "Other Obligations"): (a) all other obligations of the Borrower under this Security Instrument, (b) each obligation of Borrower contained in any other Loan Documents, and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation or substitution or replacement for the Note or any other Loan Documents. Borrower's obligation for payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

## Article 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

**Section 3.1 PAYMENT OF DEBT.** Borrower will pay the Debt at the time and the manner provided in the Note.

**Section 3.2 INCORPORATION BY REFERENCE.** All the covenants, conditions and agreements contained in (a) the Note, and (b) any and all of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein, to the extent as may be applicable.

**Section 3.3 PERFORMANCE OF OTHER AGREEMENTS.** Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to Borrower or the Business, or given by Borrower to Lender for the purpose of further securing an Obligation and any amendments, modifications or changes thereto or given by Borrower to others to secure any indebtedness which may be superior to this Mortgage.

## Article 4 – BUSINESS COVENANTS

Borrower agrees and covenants with Lender:

**Section 4.1 WARRANTY OF TITLE.** Borrower has good title to the Business and has the right to mortgage, grant, bargain, pledge, assign, warrant, transfer and convey the same. Borrower shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all persons whomsoever.

**Section 4.2 MAINTENANCE OF BUSINESS.** Borrower shall cause the Business to be maintained in a good and safe condition. The Improvements, the fixtures and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the fixtures or the Personal Property), without the consent of Lender.



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**Section 4.3 TAXES.** Borrower shall pay all real estate taxes and other taxes assessed or imposed against the Business or any part thereof prior to the date when due.

**Section 4.4 HAZARD OR PROPERTY INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the property for the Business insured against loss by fire, hazards included with the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance.

**Section 4.5 HAZARDOUS SUBSTANCES.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the property of the Business. Borrower shall not do, nor allow anyone else to do, anything affecting the property of the Business (a) that is in violation of any Environmental Law, or (b) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the property of the Business or the Business itself, except for the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property of the Business or the Business itself (including, but not limited to, hazardous substances in consumer products).

"Hazardous Substances" shall mean any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including, without limitation, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, materials containing lead based paint, radon, radioactive materials, flammables and explosives.

"Environmental Law" shall mean (a) any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment; (b) including, but not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act;

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the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; the River and Harbors Appropriation Act and the Residential Lead-Based Paint Hazard Reduction Act; and (c) including, but not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

## Article 5 - DEFAULTS; RIGHTS AND REMEDIES UPON DEFAULT

Section 5.1 **DEFAULTS.** The occurrence of one or more of the following events shall be an event of default ("Event of Default"):

(a) If any portion of the Debt is not paid in accordance with the terms and dates above, or if the entire Debt is not paid on or before the Maturity Date;

(b) If any of the taxes or other charges are not paid at least ten (10) days prior to the date upon which any fine, penalty, interest or cost for nonpayment is imposed;

(c) If the insurance policies are not kept in full force and effect, or if the Policies are not delivered to Lender upon request;

(d) If the Borrower: (1) shall file a voluntary petition in bankruptcy or for relief under the federal Bankruptcy Act or any similar state or federal law; (2) shall file a pleading in any proceeding admitting insolvency; (3) shall not have vacated within sixty (60) days after the filing against Borrower or Guarantor of any involuntary proceeding under the federal Bankruptcy Act or similar state or federal law; (4) shall have a substantial part of any one or more of their assets attached, seized, subjected to a writ or distress warrant, or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days; or (5) shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major parts of the Business.

(e) If a notice of lien, levy or assignment is filed or recorded with respect to the Business or with respect to all or any of the assets of Borrower by the United States government or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or

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encumbrances on any other of Borrower's assets and any of the foregoing is not released, bonded or otherwise secured to Lender's reasonable satisfaction within sixty (60) days after the same becomes a lien or encumbrance;

(h) If Borrower shall continue to be in default under any other term, covenant or condition of this Agreement not specified above, for thirty (30) days after notice to Borrower from Lender, provided however, if such default cannot reasonably be cured within such thirty (30) day period and Borrower shall have commenced to cure such default within the thirty day (30) period and Borrower shall thereafter diligently and expeditiously proceed to cure for such additional time as is reasonably necessary but not to exceed sixty (60) days.

**Section 5.2 REMEDIES.** Upon the occurrence of any Event of Default, Borrower agrees that Lender may take such action as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the foreclosure of this Security Instrument under any applicable provision of law in which case the Business or any interest therein may be sold for cash or upon credit in any order or manner;

(c) apply for the appointment of a receiver, trustee, liquidator or conservator of the Business, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any Guarantor or of any person, funds or other entity liable for the payment of the Debt;

(d) exercise immediately any and all rights and remedies granted to a secured party upon default under the UCC, including, without limitation to the extent permitted by Applicable Law: (i) the right to take possession of the UCC Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the UCC Collateral, and (ii) request Borrower at its expense to assemble the UCC Collateral and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the UCC Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute commercially reasonable notice to Borrower.; or

(e) Pursue such other remedies as Lender may have under Applicable Law.

**Section 5.3 APPLICATION OF PROCEEDS.** The proceeds of any disposition of the Business, or any part thereof, or any other sums collected by Lender pursuant to the Loan Documents, may be applied by Lender to the payment of the



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Debt in such priority and proportions as Lender in its discretion shall deem proper.

**Section 5.4 RIGHT TO CURE DEFAULTS.** Upon the occurrence of any Event of Default or if Borrower fails to make any payment or to do any act as herein provided, Lender may, but without any obligation to do so and without releasing Borrower from any obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the property of the Business for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Business or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period from that the incurrence of such cost or expense by Lender to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefore.

**Section 5.5 RECOVERY OF SUMS REQUIRED TO BE PAID.** Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring any action for a default or defaults by Borrower existing at the time such earlier action was commenced.

**Section 5.6 EXAMINATION OF BOOKS AND RECORDS.** After an event of default, Lender, its agents, accountants and attorneys shall have the right to examine and audit the records, books, management and other papers of Borrower which reflect upon their financial condition or which pertain to the income, expenses and operation of the Business, at the property of the Business or at any office regularly maintained by Borrower where the books and records are located at all reasonable times and upon reasonable advance notice. Lender and its agents shall have the right to make copies and extracts from the foregoing records and other papers. Borrower shall furnish to Lender and its agents convenient facilities for the examination and audit of such books and records.

**Section 5.7 OTHER RIGHTS, ETC.** (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the

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release, regardless of consideration, of the whole or any part of the Business, or of any person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents. Acceptance of any payment after the occurrence of a default shall not be deemed to waive or cure such default; and every power and remedy given to Lender may be exercised from time to time as often as may be deemed expedient by Lender. Borrower hereby waives any right to require Lender at any time to pursue any remedy in Lender's power whatsoever.

(b) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

**Section 5.8 RESTORATION OF RIGHTS.** In case Lender shall have proceeded to enforce any right by sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Lender, then, in every such case, Borrower and Lender shall be restored to their former positions and rights thereunder and Borrower shall be entitled to all remedies that may be available to it in law or equity.

## Article 6 - WAIVERS

**Section 6.1 WAIVER OF STATUTE OF LIMITATIONS.** To the fullest extent permitted by law, Borrower hereby expressly waives and releases the pleading of any statute of limitations as a defense to payment of the Debt or performance of its other Obligations.

## Article 7 - GENERAL PROVISIONS

**Section 7.1 ATTORNEY'S FEES FOR ENFORCEMENT.** Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Business, in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Business, whether or not any legal proceeding is commenced hereunder or under any other Loan Document, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

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**Section 7.2 SUBROGATION.** If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Business, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Business heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Note and the other Loan Documents and the performance and discharge of the other Obligations.

**Section 7.3 SEVERABILITY.** Whenever possible, each provision of this Security Instrument shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be prohibited by or invalid or unenforceable under the applicable law of any jurisdiction with respect to any Person or circumstance, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions or affecting the validity or enforceability of such provisions in any other jurisdiction or with respect to other Persons or circumstances.

**Section 7.4 NO ORAL MODIFICATIONS.** This Security Instrument, and any of the provisions thereof, cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 7.5 JURISDICTION, COURT PROCEEDINGS.** EACH OF LENDER AND BORROWER TO THE FULLEST EXTENT PERMITTED BY LAW. HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL, NONEXCLUSIVE JURISDICTION IN THE STATE OF ILLINOIS, COOK COUNTY.

**Section 7.6 TIME OF THE ESSENCE.** Time shall be of the essence in the performance of all obligations of Borrower thereunder.

**Section 7.7 GOVERNING LAW.** This Security Instrument shall be governed by, and construed in accordance with, the laws of the state of Illinois.

**Section 7.8 NOTICES.** Any notice, demand or other communication which any part hereto may desire or may be required to give to any other party under this Agreement or the other Loan Documents shall be in writing, and shall be deemed given (i) if and when personally delivered, (ii) upon receipt if sent by any nationally recognized overnight courier addressed to a party at its address set forth below, or (iii) upon receipt if deposited in United States registered or certified mail, postage prepaid,

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or at such other place as such party may have designated to all other parties by notice in writing in accordance with this Section:

(a) If to Borrower: VILY LLC  
an Illinois Limited Liability Company  
2221 Lee Street  
Des Plaines, Illinois 60016

with a copy to: Marc Sargis  
7366 N. Lincoln Avenue  
Lincolnwood, Illinois 60712

(b) If to Lender: Alksander Odisho  
9441 Kostner Avenue  
Skokie, Illinois 60076


with copy to: Helen Chaharbakhshi  
6600 N. Lincoln Ave., Suite 417  
Lincolnwood, Illinois 60712

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Agreement is not required to be given. Failure to deliver copies of notice shall not render the notice invalid.

IN WITNESS WHEREOF THIS MORTGAGE AND SECURITY INSTRUMENT has been executed by Borrower as of the day and year first above written.

BORROWER:

VILY, LLC, an Illinois limited liability company

By:   
\_\_\_\_\_  
Manager, Vilsoon Porana

Document prepared by and mail to: Helen Chaharbakhshi, 6600 N. Lincoln Avenue , Suite 417, Lincolnwood, Illinois 60712

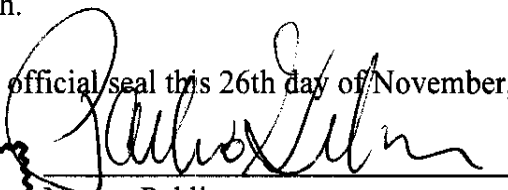
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## ACKNOWLEDGMENT

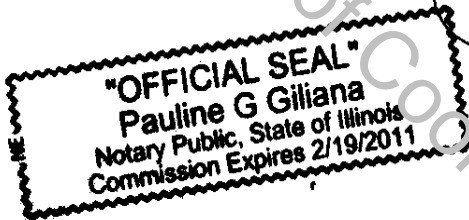
STATE OF ILLINOIS     )  
   )  
 COUNTY OF COOK        )

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREB CERTIFY, that Vilsoon Porana personally known to me to be the Manager of Vily, LLC, an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed of said limited liability company, and personally for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of November, 2008



Notary Public



Property of Cook County Clerk's Office