

# UNOFFICIAL COPY



Doc#: 0924534002 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/02/2009 08:32 AM Pg: 1 of 4

Mail To:  
Gabriel Environmental Services  
Attn: Accounts Receivable  
1421 North Elston Avenue  
Chicago, IL 60622



LF136-04

## CLAIM OF LIEN - Mechanics Lien

State of IL

County of Cook

SS. August 21st, 2009 (year)

Before me, the undersigned Notary Public, personally appeared

John Polich <sup>Maggie Raven</sup>

who duly sworn says that he is (the lienor herein) (the agent of the lienor herein)  
(Delete One)

Gabriel Environmental Services  
(Lienor's Name)

whose address is 1421 N. Elston Avenue, Chicago, IL  
(Lienor's Address)

and that in accordance with a contract with S+P Realty

lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Phase II ESA

on the following described real property in Cook County,

State of Illinois

(Describe real property sufficiently for identification, including street and number, if known)

4435 W. Grand, Chicago, IL

PIN #: 13-34-319-007-0000  
13-34-319-008-0000  
13-34-319-009-0000  
13-34-319-010-0000  
13-34-319-011-0000  
13-34-319-012-0000

SY  
174  
SN  
M/W  
K/R

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owned by S+P Realty  
 of a total value of Two thousand Eight Hundred Ninety Eight + 29/100 Dollars  
 (\$ 2,898.28) of which there remains unpaid \$ 2,898.28, and  
 furnished the first of the items on August 22nd 2009 (year) and the last of the  
 items on in progress (year) and (if the lien is claimed by one not in  
 privity with the owner) that the lienor served his notice to owner on \_\_\_\_\_

\_\_\_\_\_ (year), by \_\_\_\_\_  
 (Method of Service)

and, (if required) that the lienor served copies of the notice on the contractor on \_\_\_\_\_  
 \_\_\_\_\_ (year), by \_\_\_\_\_, and on the subcontractor  
 \_\_\_\_\_ (Method of Service)

on \_\_\_\_\_ (year), by \_\_\_\_\_ (Method of Service)

Gabriel Environmental Services  
 Lienor

X By Maggie M. R  
 Agent

State of IL  
 County of Cook }

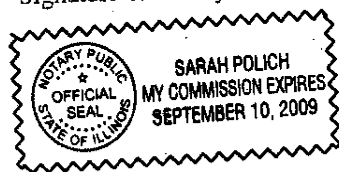
On August 21st, 2009 before me, Sarah Polich  
 appeared Maggie Raven

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
 is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon  
 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sarah Polich  
 Signature of Notary

Affiant  Known \_\_\_\_\_ Produced ID  
 Type of ID \_\_\_\_\_ (Seal)



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## MORTGAGE (Continued)

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The Real Property or its address is commonly known as 4435-4465 W GRAND AVENUE, CHICAGO, IL 60639. The Real Property tax identification number is 13-34-319-001 / 13-34-319-002 / 13-34-319-003 / 13-34-319-004 / 13-34-319-005 / 13-34-319-006 / 13-34-319-007 / 13-34-319-008 / 13-34-319-009 / 13-34-319-010 / 13-34-319-011 / 13-31-319-012 / 13-34-319-013 / 13-34-319-014 .

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 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 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.

**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 tenantable 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, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and

JPS

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## Exhibit A

### PARCEL 1:

LOTS 21 TO 34, BOTH INCLUSIVE, IN CHARLES A. RAGGIO'S SUBDIVISION OF THAT PART OF BLOCK 3 IN HAMILTON'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF NORTH 45TH AVENUE, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

ALL OF THE TURN-A-ROUND VACATED PUBLIC ALLEY OF VARIABLE WIDTH, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 21, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 21 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 22, LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT 26, LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 27, 28 AND 29, AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 29; WHICH LIES NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 21 TO THE SOUTHWEST CORNER OF LOT 29, ALL IN CHARLES A. RAGGIO'S SUBDIVISION OF THAT PART OF BLOCK 3 IN HAMILTON'S SUBDIVISION OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF NORTH 45TH AVENUE. AS VACATED BY ORDINANCE MADE BY THE CITY OF CHICAGO RECORDED SEPTEMBER 21, 1988 AS DOCUMENT NUMBER 88432459, IN COOK COUNTY, ILLINOIS.

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