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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

World Title Guaranty, Inc.
880 N. York Road
Elmhurst, IL 60126

26645

Report Mortgage Fraud
800-532-8785



Doc#: 0932949063 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/25/2009 11:58 AM Pg: 1 of 14

The property identified as: **PIN:** 16-19-309-029-0000

Address:

Street: 1822 S. WISCONSIN AVE.

Street line 2:

City: BERWYN

State: IL

ZIP Code: 60402

Lender: JOHN P. SWEENEY

Borrower: SAN JERONIMO PROPERTIES, LLC

Loan / Mortgage Amount: \$140,000.00

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: 6F530EE9-9672-4015-9BDD-03C401B7CE93

Execution date: 10/23/2009

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Property of Cook County, Illinois

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FIRST CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND UCC-2 FINANCING STATEMENT TO SECURE A SINGLE BALLOON PAYMENT TERM NOTE

P.I.N.: 16-19-309-029-0000

THIS FIRST MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND UCC-2 FINANCING STATEMENT ("Security Instrument") is given on October 23, 2009.

The mortgagor is **SAN JERONIMO PROPERTIES, LLC** an Illinois limited liability company ("Borrower"). This Security Instrument is given to **JOHN P. SWEENEY**, whose address is 30 N. LaSalle Street, #4100, Chicago, IL 60602 ("Lender"). Borrower and its sole member, James E. Sweeney owe Lender the principal sum of ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00). This debt is evidenced by a certain Single Balloon Payment Term Note dated the same date as this Security Instrument ("Note") executed jointly and severally by Borrower and its sole member, James E. Sweeney, which provides for the payment in full of the principal sum and all accrued interest thereon, if not paid earlier, on October 31, 2013 (the "Maturity Date"), unless the same is extended as herein and in the Note provided. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums and charges at any time due, owing, or required to be paid under this Security Instrument, with interest, including, without limitation, advances under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant and convey to Lender and grant to Lender a security interest in the following described property located in the City of Berwyn, Cook County, Illinois:

The legal description of the property is set forth on Exhibit A attached to and made a part of this Security Instrument.

which has the address of : 1822 S. Wisconsin Avenue, Berwyn, IL 60402

This instrument was prepared by and, after recording, should be returned to:

C. JOHN ANDERSON
Attorney
25 E. Washington Street, #1120
Chicago, IL 60602

World Title Guaranty, Inc.
880 N. York Road
Elmhurst, IL 60126

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TOGETHER WITH all the buildings and other improvements now or hereafter erected on the property, and all easements, appurtenances, reservations, rights and estates in reversion or remainder, rights or interest in adjoining land and any and all other rights or interests of every kind or nature of Borrower now or hereafter a part of the property, including, without limitation, all replacements thereof and additions thereto.

AND TOGETHER WITH all equipment, fixtures, and other articles of personal property now or hereafter owned by Borrower and attached or affixed to or located on the property, together with all accessions, parts and additions to, all replacements of, and all substitutions for, any such property, and together with all proceeds (including, without limitation, all insurance proceeds and refunds of premiums) from any sale or other disposition of any such property (all the foregoing being herein sometimes referred to as the "Personal Property")

AND TOGETHER WITH all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the property (all the foregoing being herein sometimes referred as the "Rents").

All of the foregoing, including, without limitation, the Personal Property and the Rents, are referred to in this Security Instrument as the "Property".

BORROWER COVENANTS AND WARRANTIES that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record at the date hereof.

At no time shall the indebtedness secured by this Security Instrument exceed 250% of the principal amount of the Note.

This Security Instrument, as a first mortgage, is intended to and shall create a lien on and security interest in the Property, subject and subordinate only to the encumbrances of record at the date hereof.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note and all other sums and charges at any time due owing or required to be paid under this Security Instrument, with interest, as the same become due (all the foregoing being herein collectively referred to as the "debt") and shall perform and observe all the covenants, agreements and provisions herein and in the Note provided.

2. **Funds for Taxes and Insurance.** In the event of and upon demand of Lender, Borrower shall pay to Lender commencing on the first day of the month after demand is made by Lender and, thereafter, on the first day of each and every month, until the Note is paid in full, a sum ("Funds") for: (a) 1/12th of yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; and (b) 1/12th of yearly hazard or property insurance premiums. These items are called "Escrow Items". Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or other wise in accordance with applicable laws.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this Security Instrument, unless applicable law provides otherwise. Unless an agreement is made or applicable laws requires interest to be paid, Lender shall not be required to pay Borrower interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Fund was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months payment, at Lender's sole discretion.

Upon payment in full of all debt evidenced by the Note and secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the debt evidenced by the Note and secured by this Security Agreement.

At no time shall the principal amount of the debt secured by this Security Instrument, not including sums advanced to protect the security of this Security Instrument, exceed \$300,000.00.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to any late charges due under the Note; second, to amounts payable under paragraph 2; third, to any other amounts due Lender under this Security Instrument or otherwise, exclusive of interest and principal; fourth, to interest due under the Note; and fifth and last, to principal due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2 or, if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion prevent the enforcement of the lien. If Lender determines that any part of the Property is subject to lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the buildings and other improvements now existing or hereafter erected on the Property insured in amount equal to full replacement value but not less than the principal amount of the Note against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the debt evidenced by the Note and secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered a settlement claim, then Lender may collect the insurance proceeds. Lender may, in its sole discretion, use the proceeds to repair or restore the Property

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or to the debt evidenced by the Note and secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such monthly payments. Any proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien and security interest created by this Security Instrument. Borrower may cure such default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the debt evidenced by the Note and secured by this Security Instrument, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's lien on or security interest in the Property, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under the paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Default Rate set forth in the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of advancing the debt evidenced by the Note and secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower, upon demand of Lender, shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period the Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the debt evidenced by the Note and secured by this Security Instrument, whether or not the due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the debt evidenced by the Note and secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the debt evidenced by the Note and secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the fraction: (a) the total amount of the debt so evidenced and secured immediately before the taking, divided by (b) the fair market value of the Property immediately before taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the debt evidenced by the Note and secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the debt evidenced by the Note and secured by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the debt evidenced by the Note and secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to paragraphs 1 and 2 or change the amount of such monthly payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the debt evidenced by the Note and secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the debt evidenced by the Note and secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right.

12. **Successor and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the heirs, legal representatives, successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements under this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the debt evidenced by the Note and secured by this Security Instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the debt so evidenced and secured exceed the permitted limits, then : (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the Property or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 14.

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15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting the provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower; Subordinate Encumbrances.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) or becomes encumbered with a subordinate lien or security interest for borrowed money or extension of credit without Lender's prior written consent which consent may be withheld, refused or conditioned in Lender's absolute discretion, then Lender may, at its opinion, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercised is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less 30 days from the date the notice is delivered or mailed within which Borrower must pay all debt evidenced by the Note and secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstite.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or any foreclosure decree; or provided that Borrower (a) cures the default which resulted in the enforcement of this Security Instrument, (b) cures any default of any other obligations, covenants or agreements, contained herein or in the Note, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees and expenses and (d) takes such action as Lender may reasonably require to assure that the lien and security interest of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the debt evidenced by the Note and secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note: Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and address to which payments should be made. The notice will contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not do, nor allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to 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, so long as the presence, use or storage of such Hazardous Substances is in compliance with applicable Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting

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the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following: gasoline, kerosene, other flammable or toxic and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default under this Security Instrument; (b) except in the case of payment of money the action required to cure the default under this Security Agreement; (c) in the case of any monetary default under this Security Instrument, a period of 10 days from the date the notice is given to Borrower, within which such default under this Security Instrument must be cured or corrected; (d) in the case of any non-monetary default under this Security Instrument which can be cured or corrected, a date, not less than 30 days from the date the notice is given to Borrower, by which the default under this Security Agreement must be cured; and (e) that failure to cure the default under this Security Agreement on or before the date specified in the notice shall may result in acceleration of the debt evidenced by the Note and secured by the Security Instrument and exercise the rights, powers and remedies set forth in paragraph 25. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in any enforcement proceedings the non-existence of a default under this Security Agreement or any other defense of Borrower to acceleration and enforcement. If the default under this Security Agreement is not cured on or before the date specified in the notice, or if any Event of Default shall occur or exist under the Note, Lender at its option may require immediate payment in full of all debt evidenced by the Note and secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceedings, in addition to and without limitation on the exercise of any and all of the other rights, remedies and powers available to Lender under this Security Agreement, the Note or at law or in equity.

22. **Imposition of Taxes, Fees and Charges By Governmental Authorities.** The following provisions relating to governmental taxes, fees and charges are a part of this Security Instrument:

Current Taxes, Fees and Charges. Borrower shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Instrument, including, without limitation, all taxes, fees, documentary stamps, and other charges for recording or registering this Security Instrument.

Taxes. The following shall constitute taxes to which this paragraph applies: (1) a specific tax upon this Security Instrument or upon all or any part of the debt evidenced by the Note and secured by this Security Instrument; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the debt evidenced by the Note and secured by this Security Instrument; (3) a tax on this Security Instrument chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the debt so evidenced and secured or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this payment applies is enacted subsequent to the date of this Security Instrument, this event shall have the same effect as a of default, and Lender may exercise any or all of its available remedies for a default as provided below unless Borrower either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in paragraph 4 and deposits with Lender cash or sufficient corporate surety bond or other security satisfactory to Lender.

23. **Security Agreement Financing Statements.** The following provisions relating to this Security Instrument as a security agreement are a part of this Security Instrument:

Security Agreement. This Security Instrument shall constitute a Security Agreement to the extent that any of the Property constitutes fixtures and the Personal Property, and Lender shall

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have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Borrower shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Security Instrument in the real property records, Lender may, at any time and without further authorization from Borrower unless required by applicable law, file executed counterparts, copies or reproductions of this Security Instrument as a financing statement. Borrower shall reimburse Lender for all expense incurred in perfecting or continuing this security interest. Upon default, Borrower shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Borrower and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Borrower (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Instrument may be obtained (each as required by the Uniform Commercial Code) are stated on the first page of this Security Instrument.

24. **Reinstatement of Security Interest.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by third party, on the debt evidenced by the Note and secured by this Security Instrument and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including, without limitation, Borrower), the debt so evidenced and secured shall be considered unpaid for the purpose of enforcement of this Security Instrument and this Security Instrument shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Security Instrument or any note or other instrument or agreement evidencing the debt and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Borrower shall be bound by any judgment, decree, order, settlement or compromise relating to the debt so evidenced and secured or to this Security Instrument.

25. **Rights And Remedies On Default.** Upon the occurrence of default by Borrower under this Security Instrument or an Event of Default under the Note and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and a remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the whole of the debt evidenced by the Note and secured by this Security Instrument then unpaid immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the debt evidenced by the Note and secured by this Security Instrument. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney in fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph 25 either in person, by agent, or through a receiver.

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Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the debt evidenced by the Note and secured by this Security Instrument. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the debt so evidenced and secured by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Borrower's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the debt due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights, powers and remedies provided in this Security Instrument or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower hereby waives any and all rights to have the Property marshalled. In exercising its rights, powers and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Borrower reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Property.

Election of Remedies. All of Lender's rights, powers and remedies will be commulative and may be exercised alone or together. An election by Lender to choose any one right, power or remedy will not bar Lender from using any other right, power or remedy. If Lender decides to spend money or to perform any of the Borrower's obligations under this Security Instrument, after Borrower's failure to do so, that decision by Lender will not affect Lender's right to declare Borrower in default and to exercise Lender's rights, powers and remedies.

Attorneys' Fees, Expenses. If Lender institutes any suit action to enforce any of the terms of this Security Instrument, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys fees at trial and upon any appeal. Whether, or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the debt evidenced by the Note and secured by this Security Instrument payable on demand and shall bear interest at the Default Rate set forth in the Note from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

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26. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Security Instrument:

Amendments. What is written in this Security Instrument and in the other "Loan Documents" (as defined in the Note) is Borrower's entire agreement with Lender concerning the matters covered by this Security Instrument. To be effective, any change or amendment to this Security Instrument must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Security Instrument are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Instrument.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

No Waiver by Lender. Borrower understands Lender will not give up any of Lender's rights under this Security Instrument unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Borrower will not have to comply with the other provisions of this Security Instrument. Borrower also understands that if Lender does consent to a request, that does not mean that Borrower will not have to get Lender's consent again if the situation happens again. Borrower further understands that just because Lender consents to one or more of Borrower's requests, that does not mean Lender will be required to consent to any of Borrower's future requests. Borrower waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Security Instrument is not valid or should not be enforced, that fact by itself will not mean that the rest of this Security Instrument will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Security Instrument even if a provision of this Security Instrument may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Security Instrument.

Waiver of Homestead Exemption. Borrower hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois and, to the full extent permitted by law, any other laws which would hinder, delay or impede the execution of any right, power or remedy hereunder or under the Note as to all debt evidenced by the Note and secured by this Security Instrument.

Joint and Several Liability. If Borrower shall, at any time, consist of two or more persons or entities, then all the liabilities and obligations of Borrower under this Security Instrument are and shall be, at all times, joint and several.

Extension of the Maturity Date. Borrower and its sole member, James E. Sweeney, shall have the right to extend the Maturity Date from October 31, 2010 to October 31, 2011, by giving written notice thereof to Lender at least 30 days prior to the initial Maturity Date; provided, however, that, in consideration of such extension, Borrower and its sole member, James E. Sweeney, shall be obligated to pay, as additional interest hereby secured, to Lender the sum of \$5,000.00 at the Maturity Date, as so extended, or on sooner payment in full of the Note.

27. **Release.** Upon payment of all debt evidenced by the Note and secured by this Security Instrument, Lender shall release this Security Instrument and, in connection therewith, Borrower shall pay, if

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permitted by applicable law, a reasonable fee as determined by Lender from time to time. Borrower shall pay any recordation costs.

28. **Balloon Payment Note.** The Note hereby secured is a SINGLE BALLOON PAYMENT NOTE in that Borrower and its sole member, James E. Sweeney, may, but are not obligated to make any payments on account of the indebtedness evidenced by the Note prior to the Maturity Date, as the same may be extended as herein and in the Note provided, and, as a consequence, the principal sum, or so much thereof then unpaid, together with all then accrued and unpaid interest thereon, shall be due and payable in full at the Maturity Date, as the same may be extended as herein and in the Note provided, in a single balloon payment.

29. **Construction Mortgage and Loan.** This Security Instrument 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.

If some or all of the proceeds of the loan creating the debt evidenced by the Note and secured by this Security Instrument are to be used to construct or complete construction of any improvements on the Property, such improvements shall be completed no later than the Maturity Date, as the same may be extended as herein and in the Note provided, and Borrower shall pay in full all costs and expenses in connection with the work performed on or in respect of such improvements. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the lien and security interests secured by this Security Instrument shall have priority over all possible liens, including, without limitation, those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, sworn statements, waivers of liens, construction progress reports and such other documentation as Lender may reasonably request.

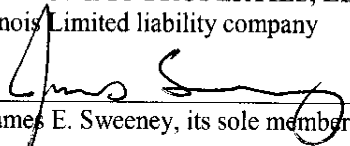
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument as of the day and year first above written.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND BORROWER AGREES TO ITS TERMS.

BORROWER:

SAN JERONIMO PROPERTIES, LLC,
an Illinois Limited liability company

By: _____


James E. Sweeney, its sole member

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Acknowledgment

STATE OF Illinois)
) ss.
COUNTY OF Cook)

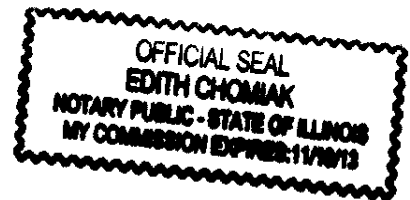
I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James E. Sweeney, being the sole member of San Jeronimo Properties, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as the sole member of San Jeronimo Properties, LLC appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as such sole member, and as the free and voluntary act of San Jeronimo Properties, for the uses and purposes therein set forth.

Given under my hand and official seal this 26 day of October, 2009

By Edith Chomiah Residing at Cook County.

Notary Public in and for the State of Illinois

My Commission expires Nov 18, 2013



Cook County Clerk's Office

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EXHIBIT A
LEGAL DESCRIPTION

LOT 9 IN BLOCK 10 IN THE FIRST ADDITION TO WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION, BEING A SUBDIVISION OF THAT PART IN THE SOUTHWEST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A SUBDIVISION 78, 79 AND 80 IN THE SUBDIVISION OF SECTION 19 (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

TAX MAP/ID NO: 16-19-309-029-0000

COMMONLY KNOWN AS: 1822 SOUTH WISCONSIN AVENUE
BERWYN, IL 60402

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