Form No. 204R AMERICAN LEGAL FORMS, CHICAGO, II



### **ORIGINAL CONTRACTOR'S CLAIM FOR LIEN**

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STATE OF ILLINOIS SS. COUNTY OF \_

Doc#: 1025118077 Fee: \$36.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

graph and a second of the

Date: 09/08/2010 05:07 PM Pg: 1 of 10

| LEGUARD HAVES & WIVERSA! (The Above Space For Recorder's Use Only)  |     |
|---|-----|
| Helping Hand Tuc  |     |
| THE CLAIMANT Beneficial Investment Group, LLC   |     |
| of Cook County of Cook State of Illwors   |     |
| hereby file _ a Claim for Lien against Leanard Hayrs + Universal Helping Hands  | 4   |
| of County, of the state of Illinois, and state;   |     |
| THAT on the 23rd day of FRBRUARY 2010, said   |     |
| was the owner of the following described land, to wit:  |     |
| 1134 N Waller (nicace IL 6065)<br>PINH 16-05-405-012-000  |     |
| PIN # 16-03-705-022-0000  |     |
|   |     |
|   |     |
| in Section, Township, Range, County of  |     |
| State of Illinois.  |     |
| Permanent Index Number (PIN): 16 05 405 022 0000  | :   |
| THAT on the 23 Rd day of February 20/0 the  |     |
| Claimant made a contract with said owner (1)  |     |
| Helping HAND, FUE Authorized And PERMHEN BY SAID OWNER to MIKE  |     |
| (2) to provide rehab support + finding Con  | 74. |
| for the building (3) 1134 N Waller, Chicago IL 60651 erected on said land for the sum of \$\frac{10,000}{2361}  \text{add of February 20 10} completed thereunder (4) All required by SALD CONTRACT |     |
|   |     |
|   |     |
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|   |     |
|   |     |
|   |     |

Original Contractor's Claim for Lier

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| (1) If contract made with other than the owner, erase "said o | owner," name such person and add "authorized and permitted  |
|---|---|
| by said owner to make said contract."                         |   |
| •   | o be," as the case may be.  |
|   | to the value of," or "delivery of materials to the value of   |
| •   | in an account thereof herewith filed and made part hereof,  |
| marked Exhibit as the case may be.                            |   |
|   |   |
|   | and delivered extra and additional materials at said premises   |
| LEONARD HAYES + UNIVERSAL                                     | at the special instance and request of said   |
| as fully set forth in an account thereof herewith filed and   | made part hereof, marked Exhibit and  |
| completed same on the $2\sqrt{\eta}$ day of                   | MAY 20 (O   |
| THAT and annual condition to another                          | its an assaumt thereof as follows to with   |
| THAT said owner entitled to cred                              | its on account thereof, as follows, to wit:   |
| O <sub>x</sub>  |   |
|   |   |
|   |   |
|   |   |
| leaving due, unpaid and owing to the Claimantor.              | account thereof, after allowing all credits, the balance of   |
| 11500.00  | for which, with interest, the Claimant claim 5  |
| lian on said land and improvements                            |   |
| a lien on said land and improvements.                         | Y/yx  |
|   |   |
| STATE OF ILLINOIS ( oc K ) SS.                                | $C_{\prime}$  |
|   | FIANT EVERETT M. JAMES JR.  |
| THE AF  | FIANT LYERS II III. NAINES JC.  |
| being first duly sworn on oath deposes and says, that he i    | is  |
|   |   |
| of the Claimant; that he has read the foregoing notice        | and Claim for Lien, knows the corter s thereof, and that all  |
| the statements therein contained are true.                    | Benefica Benefica   |
|   | The transport WANAGER CROSSING  |
| $Q_{\epsilon}$  | Tour for the same of the same |
| Subscribed and sworn to before me this                        | H day of Stanlee A.D. 20/0  |
| ••••••  |   |
| GERALDINE WIDEMAN   | - M. 10 · /// 0.  |
| NOTARY PUBLIC, STATE OF ILLINOIS                              | Thatalae William  |
| MA COMMISSION ENVIRED (A. 98-5911)                            | Notary Public   |
|   | ·   |
|   |   |
| Mail to:  | This instrument prepared by:  |
|   | This instrument prepared by:  Name EVERET M JAMES JR  |
| Mail to: NameAddress  | - A att A Tanas la  |

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Exhibit #1

#### MORTGAGE (File/ 522785)

THIS MORTGAGE IS MADE THIS February 23rd, 2010, BETWEEN THE Mortgagor, Universal Helping Hand Inc, a corporation organized and existing under the laws of the [illinois], with Leonard Hayes as personal guarantor. (the "Borrower"), with their head office located at; 20180 Governor Hwy Olympia Fields IL, and the Mortgagor, Beneficial Investment Group, LLC (the "Lender"), a corporation organized and existing under the laws of the [STATE of ILLINOIS], with its head office located at: 130 N. Stetson Chicago IL 60601.

BORROV 201 IS INDEBTED TO Londer in the principal sum of \$5,000, which indebtedness is evidenced by Borrower's note dated this February 23, 2010, ("Note"), providing for a single installment of principal and interest, if not sooner paid, due and payable on May 24, 2010.

TO SECURE to Londer (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all runer sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 14 hereof ("Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property:

which parcel has the address of 1134 North Waller Chicago Plinois 60651 ("Property Address");

Cook County Property Identification Number 16-05-405-022-0050

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions, remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property are referred to as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that demands, subject to any declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

### BURROWER and Londer covenant and agree as follows:

- PAYMENTS OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, late charges as provided in the Note, and the principal of and interest on any future Advances secured by this Mortgage.
- 2. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges and impositions attributable to the Property, which may attain a priority over this Mortgage.
- 3. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term "extended coverage", and other hazards as Lender may require and in amounts and for periods as Lender requires.

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- 4. PRESERVATION AND MAINTENANCE:OF PROPERTY. Borrower shall keep the Property in good repair and must not commit waste or permit impairment or deterioration of the Property.
- 5. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Londer's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to make appearances, disburse sums and take action as is necessary to protect Londer's interest.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest, becomes additional indebtedness of Borrower secured by this Mortgage. The amounts must be payable upon notice from Lender to Borrower requesting payment, and shall be payable upon notice from Lender to Borrower requesting proment, and bears interest from the date of disbursement at the rate payable, from time to time on outstanding principal under the Note. Nothing contained in this paragraph 5 requires Lender to incur any expense or take any action.

6. CONDEMNACION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part, or for conveyance in lieu of condemnation, are assigned and must be paid to Londer.

In the event of a total taking of the Property, the proceeds must be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, there must be applied to the sums secured by this Mortgage, the proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage, immediately prior to the date of taking, bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

Any application of proceeds to principal does not extend or postpone the due date of the monthly installments referred to in paragraph 1 or change the amount of the installments.

- 7. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy, or otherwise afforded by applicable law, is not a waiver of or preclude the exercise of any right. The procurement of insurance or the payment of taxes or other liens or charges by Lender is not a waiver of Lender's right to accelerate the maturity of the indebteaness secured by this Mortgage.
- 8. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIGHTLITY. The covenants, agreements and rights are binding and are for the benefit of the parties, their successors and assigns, subject to the provisions of paragraph 10. All covenants and agreements of Borrower are joint and several.
- 9. NOTICE. Any notice to Borrower provided for in this Mortgage shall be given by mailing the notice by regular United States mail addressed to Borrower at the Property Address or at any other address as Borrower may designate by notice to Lender, and any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address or to any other address as Lender may designate by notice to Borrower. Any notice provided for in this Mortgage is given to Borrower or Lender when given in the manner designated herein.
- 10. TRANSFER OF THE PROPERTY; ASSUMPTION. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent,

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excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises the option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 9 hereof. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay that sum prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 11.

- Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any same secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in paragraph 9 hercof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's aption, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect all expenses of collection or foreclosure, including, but not limited to, reasonable attorney's fees, and costs of title reports, or commitments.
- BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower has the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if:

  (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants and agreements of Borrower contained in this Mortgage; (c) Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 11, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon payment and cure by Borrower, this Mortgage and the obligations secured shall remain in full force and offect as if no acceleration had occurred.
- 13. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security, Borrower assigns to Lender the rents of the Property provided that Borrower shall, prior to acceleration under paragraph 11 or abandonment of the Property, have the right to collect and retain the rents as they become due and payable.

Upon acceleration under paragraph 11 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender, in person, by agent or by judicially appointed receiver, is entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Londer or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums

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secured by this Morteage. Leavier or the receiver are liable to account only for those rents actually received.

- 14. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. The Future Advances, with interest, is secured by this mortgage when evidenced by promissory notes stating that the notes are secured. At no time shall the principal amount of the indebtedness secured by this Mortgage, not included sums advanced in accordance wherewith to protect the security of this Mortgage, exceed the original amount of the Note.
- RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation.
- 16. WAVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

Borrower executed this Morrgage as the date written above.

| DOLLOWER STOCKED TO 2 1.1003         | And any real models and the second se |
|--------------------------------------|--|
| Borrower: Leonater Hayes             | Title  |
| <b>4</b>                             |  |
| Вогтомег                             | 1"tic  |
|                                      | 40x  |
| STATE OF ILLINOIS COUNTY OF          |  |
| t the undersioned a Notary           | Public in and for and residing in sale County, in the State aforesaid,   |
| DO HERERY CHRUITY THAT               | and personally known   |
| to me to be the same person whose re | ames are subscribed to the foregoing instrument, appeared before me  |
| this day a person and acknowledged   | that they signed, scaled and delivered the said instrument as their id purposes therein set forth, including the reletat and waiver of the   |
| right of homestead.                  | Darposos ticocai sei tottaj aterno-5 ili.  |
| <del>-</del>                         |  |
| Given under may hand and N           | lotarial seal this   |
| •                                    |  |
|                                      | 11/1/2 56-C  |
|                                      | Notery Public  |
|                                      | Official Seal  |
|                                      | William E Knight      ✓  |
|                                      | Notary Public State of Illinois My Commission Expires 06/03/2012   |
|                                      | N MA ("i sidisability extenses assessed in the   |



### PROMISSORY NOTE

(Pilc# 322785)

This Promissory Note (the "Note") is made and effective the 02/23/2010,

BETWEEN:

Beneficial Investment Group, LLC (the "Lender"), a corporation organized and existing under the laws of the [STATE of ILLINOIS], with its head office located

at 180 N. Stetson Chicago IL 60601

AND:

Universal Helping Hand Inc, a corporation organized and existing under the laws of the [lilinois], and Leonard Hayes (the "Borrower") as personal guarantor with their head office located at: 20180 Governor Hwy Olympia Fields IL

#### **TERMS**

- 1. FOR VALUE RECEIVED, the Borrower promises to pay to the order of Lender, at its principal office located at 180 N. Stetson Chicago (L.) 0601), or at such other place that is designated in writing by the holder hereof, the principal sum of \$5 000.00, together with all charges and interest herein provided, payable at the rate and in the member hereinafter set forth;
- 2. Borrower shall make one payment of principal and interest totaling \$10,000.00 withen 3 months. If not sooner paid, all amounts due under this Note, including principal, interest and other charges shall be due and payable in full on or before the first day ("May 24, 2010 (the "Maturity Date"). Time is of the essence of the payment obligations hereunder and sach monthly payment shall be due and payable on or before the first day of each month.
- 3. This Note is and will be secured by a certain first priority security interest in all of the tangible and intangible property of the Borrower and the subject property: (Please include PIN Number)
  - 1134 North Waller Chicago Illinois 60651 PIN 16-05-406-022-0000
  - to be recorded in all applicable governmental offices. The parties shall execute a separate security agreement, in form and substance acceptable to the Lender in all respects. Bon ower carees to execute any such security agreements presented by the Lender or other documents required by the Lender in order to perfect its security interest in the above described property. Said Security Agreement and any other instruments and documents executed in connection with or giver as security for this Note shall hereinafter be referred to collectively as the "Loan Documents." All of the terms, covenants, Conditions, representations and warranties contained in the Loan Documer is a rehereby made part of this Note to the same extent and with the same force and effect as if fully set forth herein.
- 4. If all or any portion of any payment due hereunder is not received by the Lender within 5 calendar days after the date when such payment is due, Borrower shall pay a late charge equal to [5%] of the amount due, and will incur the same late charge for each additional month such payment is late, such late charge to be immediately due and payable without demand by Lender.
- 5. Borrower shall have the right to prepay all (but not a portion) of the indebtedness evidenced by this Note at any time, by paying the Lender an amount equal to the sum of (I) the principal balance then

Promissory Note

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outstanding, (ii) all interest calculated through the Maturity Date, and (iii) any late charge or charges then due and owing.

- 6. If the entire amount due as represented by this Note is not paid in full on or before the Maturity Date, or should default be made in the performance or observation of any of the terms, covenants, or conditions contained in the Loan Documents, or if any representation or warranty contained in the Loan Documents is breached or is or becomes untrue, this Note shall be in default, and the entire principal amount outstanding hereunder, accrued interest thereon, all late charges, if any, and any and all other charges due hereunder, shall, at Lender's option, immediately become due and payable, without further notice, the giving of such notice being expressly waived by the Borrower. Lender may exercise this option to accelerate the recorded mortgage in accordance to the non-owner occupied or commercial laws during any default by the Borrower, regardless of any prior forbearance. In the event of any such default, and if the same is referred to an attorney-at-law for collection, or if any action at law or in equiry is brought with respect hereto. Borrower shall pay to Lender, in addition to all other charges required regulation to the terms hereof or pursuant to the terms of the Loan Documents, all coats and expenses of the Lender. From and after the maturity date, or during default, if such default should occur prior to the Maturity Date, the outstanding principal amount hereunder and accrued interest and other charges shall bear interest at the highest rate allowed by law.
- 7. From time to time, without affering the joint and several obligations of all makers, sureties, guarantors and endorsers here of, and their respective successors and assigns, (I) to pay the outstanding principal balance here in and accrued interest thereon, (II) to observe the covenants contained herein, (III) to observe the terms, covenants and conditions of the Loan Documents or any instrument govern to secure the performance hereof, and without giving notice to or obtaining the consent of any maker, surety, guarantor or endorser hereof, or their successors or assigns, and without liability on the part of the holder hereof, the holder hereof may, at its option, extend the time for payment or any part thereof, release anyone lable for payment herein, renew this note, modify the terms or times for payment herein, join in any extension of subordination hereof, release any security given herefore, take or release additional security, modify he rate of interest herein or agree in writing with the undersigned to modify the terms, covenants and conditions of any instrument given to secure performance hereof.
- 8. ANY RIGHT OF TRIAL BY JURY, PRESENTMENT, NOTICE OF DISHONOR, AND PROTEST ARE HEREBY WAIVED BY ALL MAKERS, SURETIES, GUARANTORS AND ENDORSERS HEREOF. This Note shall be the joint and several obligation of all makers, sureties, gurantors, and endorsers hereof and shall be binding upon them and their respective heirs, executors, administers, successors and assigns.
- 9. Borrower shall pay the costs of all documentary, revenue, tax or other stamps now or horeafter required by any law at any time to be affixed to or which are otherwise made necessary and result of this Note or any of the Loan Documents, and if any taxes be imposed with respect to debte secured by mortgages and or deeds of trust with respect to notes evidencing debts so secured, Borrower agrees to pay to Lender the full amount of any such taxes, and hereby waives any contrary provisions if any laws of rules of court now or hereafter in effect.
- 10. In the event that the Borrower defaults on this Promissory Note, the Borrower will be responsible for any legal fees incurred by the Lender to collect the proceeds of this Promissory Note. In addition the Lender has the right to transfer or assign this note to any designated individuals, attorneys or third parties for any and all purpose including the purposes of collecting on this note.
- 11. Lender and Borrower intend that the relationship created and evidenced by this Note and the Loan Documents shall be solely that of debtor and creditor. Nothing in this Note shall be construed as creating a joint venture, partnership, tenancy in common, or joint tenancy between Lender and Borrower.

Promissory Note

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- 12. The remedies of this Note are cumulative and concurrent and may be pursued singularly or successively together, at the sole discretion of the holder, and may be exercised as often as occasion therefor shall occur. The waiver by Lender or failure to enforce any term, covenant or condition of this Note or to declare any default hereunder, shall not operate as a waiver of any subsequent default or affect the right of the holder to exercise any right or remedy not expressly waived in writing by the holder.
- 13. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid. This note and all of the Loan Documents shall be construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be duly executed as of the date first written below.

| BORROWER Universal Helping Hand, Inc and Leonard Hayes |
|--|
| Authorized Signature                                   |
| LECNORD Hyes Mrs                                       |
| Print Name and Title                                   |
| Authorized Signature                                   |
| Frint Name and Title                                   |
| Clort's Office   |
|  |

Promissory Note

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### Office of the Cook County Clerk

### **Map Department Legal Description Records**

P.I.N. Number: 16054050220000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookctyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number"). If this is not the item you requested, please notify the counter clerk.

