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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1123733078 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2011 11:24 AM Pg: 1 of 18

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 19-19-301-013-0000

Address:

Street: 6800 W. 68TH STREET

Street line 2:

City: BEDFORD PARK

State: IL

ZIP Code: 60638

Lender: Old Plank Trail Bank

Borrower: NAWC REALTY, LLC

Loan / Mortgage Amount: \$250,000.00

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

BOX 441

S Y
P 18
S N
SC Y
INT D

Certificate number: 678FEE51-2881-464B-ABE9-6145F95D4D49

Execution date: 07/28/2011

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This Document Prepared by and
following Recording, Return to:

Arnstein & Lehr LLP
120 South Riverside Plaza, Suite 1200
Chicago, IL 60606
Attn: Barry R. Katz

209-261

This Space Reserved For Recorder's Use Only

JUNIOR MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

THIS JUNIOR MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS ("**Mortgage**"), is made as of July 28, 2011, by NAWC REALTY, LLC, an Illinois limited liability company (the "**Mortgagor**") to OLD PLANK TRAIL COMMUNITY BANK, N.A., a national chartered bank, (the "**Mortgagee**"), with reference to the following recital:

On even date herewith, Mortgagor executed a Mortgage Note (the "**Note**") in the original principal amount of Two Hundred Fifty Thousand and NO/100 Dollars (\$250,000.00) for the benefit of Mortgagee.

NOW, THEREFORE, to secure the payment of the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor does hereby grant, bargain, sell, assign, alien, release, remise, transfer, mortgage, convey, pledge and grant a security interest to, and warrant and confirm unto the Mortgagee, its successors and assigns, forever, all and singular the following described property (the "**Premises**"), to-wit:

(a) The real estate legally described on Exhibit A attached hereto and hereby incorporated herein and which is commonly known as 6800 West 68th Street, Bedford Park, Illinois 60638 (which real property, together with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto and any and all other real property which may at any time hereafter be conveyed by the Mortgagor to the Mortgagee as security for the Notes, may hereinafter be referred to collectively as the "**Premises**");

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(b) All right, title, and interest of the Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys, and other public rights of way and thoroughfares, bordering on or adjacent to the Premises, together with all right, title, and interest of the Mortgagor in and to the Premises lying within such highways, roads, streets, alleys, and other public thoroughfares, and all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares, and all strips and gores adjoining or lying within the Premises or any part thereof;

(c) All buildings, structures, improvements, railroad spur tracks and sidings, plants, works, and fixtures now, or at any time hereafter, installed in or located on any portion of the Premises and, all extensions, additions, betterments, substitutions, and replacements thereof;

(d) All improvements of every kind and description now or hereafter erected or placed on the Premises, and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and, all right, title and interest of the Mortgagor in and to all furniture, furnishings, equipment, machinery, appliances, apparatus, and other Premises of every kind and description now, or at any time hereafter, installed or located on or used or usable in connection with the Premises or the buildings and improvements situated thereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by the Mortgagor, including, but not limited to, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, waste removal, refrigerating, air-cooling, lifting, fire prevention, detection and extinguishing apparatus, security and alarm systems, computer hardware and software, cleaning, communication, electrical and electronic systems of all types, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, escalators, accessories, draperies, blinds and other window coverings, and the machinery, appliances, fixtures, cabinets, fuel, building materials, supplies, radios, televisions, transmitting and receiving equipment, and the lines, cables, machinery, appliances, fixtures, and equipment pertaining thereto, shades, awnings, screens, storm doors, windows, gas and electric fixtures, partitions and other property, whether or not now or hereafter permanently affixed to or located on the Premises or are attached to any building or improvement located thereon. It is the intention hereof that all property of the kind and character described in this subparagraph which the Mortgagor now owns, and all of such property which the Mortgagor may hereafter acquire, and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to any buildings comprising the Premises in any manner shall, together with the proceeds thereof, be subject to the lien and security interest of this Mortgage with like effect as if now owned by the Mortgagor and as if covered and conveyed hereby by specific and apt descriptions;

(e) All rights, privileges, permits, licenses, easements, consents, tenements, and hereditaments now or at any time hereafter belonging to or in any way appertaining

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to all or any part of the Premises or any property or interests now or at any time hereafter comprising a part of the property or interests subject to this Mortgage;

(f) All right, title, and interest of the Mortgagor, whether now or at any time hereafter existing, in all reversions and remainders in or to all or any part of the Premises and other property and interests subject to this Mortgage, and all rents, income, issues, profits, proceeds, royalties, and revenues derived from or belonging to all or any part of the Premises and other property and interests subject to this Mortgage, or any part thereof;

(g) All rights, whether now or at any time hereafter existing, of the Mortgagor, under, pursuant to, or in connection with any and all existing and future leases of, and other agreements affecting, all or any part of the Premises and other property and interests subject to this Mortgage including by way of illustration and not limitation, all management contracts and agreements, franchise agreements, permits, utility deposits, authorizations or certificates required or used in connection with the ownership or operation or maintenance of the Premises or any property or interests now or at any time hereafter comprising parts of the property or interests subject to this Mortgage;

(h) Any and all real property and other property, whether now owned or hereafter acquired by the Mortgagor, which may, from time to time after the execution of this Mortgage, by delivery or by writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, assigned, or transferred by the Mortgagor or by any one or more persons or entities on its behalf or with its consent to the Mortgagee as and for additional security for the payment of the Notes;

(i) Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and other property and interests subject to this Mortgage into cash or liquidated claims, including by way of illustration and not limitation, all proceeds of any insurance policy and all awards and payments, including interest thereon, which may be made with respect to all or any part of the Premises or other property and interests subject to this Mortgage, or any estate or easement therein, as a result of any damage to or destruction of all or any part of the Premises or other property and interests subject to this Mortgage, the exercise of the right or power of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Premises or other property and interests subject to this Mortgage, or any other injury to or decrease in the value of all or any part of the Premises or other property and interests subject to this Mortgage, to the extent of all amounts which may be secured by this Mortgage, which said proceeds, awards and payments are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive such proceeds, awards, and payments, and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment of indebtedness secured hereby; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds, awards and payments to the Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature, whatsoever

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except the lien and encumbrance of the First Mortgage (as that term is hereinafter defined);

(j) All plans and specifications prepared for the construction of or with respect to any property and interests subject to this Mortgage, and all studies, data, drawings, contracts and agreements relating thereto; and

(k) All names under or by which the Premises, or any interests or property subject to this mortgage may at any time be operated or known, and all rights to carry on a business under any such names or any variant thereof, and all trademarks, tradenames, patents pending, and goodwill relating to all or any part of the Premises, or other property or interests subject to this Mortgage.

TO HAVE AND TO HOLD all the Premises hereby conveyed and assigned, or intended or entitled so to be, unto the Mortgagee, its successors and assigns, forever. Without limitation of the foregoing, the Mortgagor hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Code as in effect in the State of Illinois, a security interest, as more fully described herein, in all of the above-described property, which property includes, but is not limited to, goods which are or are to become fixtures.

PROVIDED ALWAYS and upon the express condition that the universal change to Note shall be paid and discharged in accordance with the terms and conditions therein contained, and that the terms and conditions of the Note be complied with and if all other agreements and obligations of the Mortgagor under this Mortgage, and all other agreements between the Mortgagor and the Mortgagee, whether now or at any time hereafter existing, shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents shall become void, otherwise this Mortgage shall remain in full force and effect.

The Mortgagor does hereby further covenant, agree, represent and warrant to and for the benefit of the Mortgagee, its successors and assigns, as follows:

1. Payment of Sums under the Note. The Mortgagor shall promptly cause to pay the Note when due, and perform and observe each and every term, covenant, and agreement therein contained.

2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall keep the Premises in good condition and repair, without waste, and free from mechanics' liens and other liens or claims of lien of any kind or nature whatsoever and pay when due any indebtedness which may be secured by a lien or charge on the Premises, including the any existing mortgages which are recorded against the Premises.

3. Sale or Transfer of Premises or Interest Therein. Mortgagor agrees that the Mortgagee may declare a default under this Mortgage, without notice or demand to the Mortgagor if:

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3.1 The Mortgagor shall convey title to, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any one or more persons and entities other than the Mortgagor;

3.2 Any lien or security interest and liens for real estate taxes and assessments not yet due and payable, attaches to the Premises without Mortgagee's prior written consent; or

3.3 Any partnership or joint venture interest in a partnership or joint venture, if any, membership interest in a limited liability company or any stock of a corporation, if any, owning all or a portion of the Premises is conveyed, transferred, or hypothecated, in whole or in part.

4. Payment of Taxes, Etc. Mortgagor shall pay when due, all general real estate taxes, special real estate taxes, special assessments, other governmental or public charges relating to the Premises, all encumbrances, ground rents, liens and/or other charges, including interest thereon, and all charges for utilities or services.

5. Insurance.

5.1 Mortgagor shall, at its sole cost and expense, maintain the following insurance in full force and effect:

5.1.1 Physical hazard insurance covering the Premises on an "all risk" basis (including builder's risk coverage applicable during any period or periods of time that construction or remodeling is being performed at the Premises or with respect to the Premises), and insuring against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, sprinkler leakage, civil commotion, damage from aircraft and vehicles, burglary or robbery, collapse of building, sonic boom, water damage, and smoke damage, vandalism and malicious mischief and loss or damage from such hazards as are presently included in so-called "Extended Coverage" hazard or casualty insurance policies and against such other insurable hazards as, under good insurance practices, from time to time, are insured against for improvements of like character in the area of the Premises. The amount of such insurance shall be not less than the full replacement cost from time to time of the buildings, improvements, furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Premises. Full replacement cost, as used herein, means, with respect to the buildings and improvements, the cost of replacing the buildings and improvements, without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor, and means, with respect to furniture, furnishings, fixtures, equipment and other items, the cost of replacing same. Each policy or policies shall contain a replacement cost endorsement and such other endorsements sufficient to prevent the Mortgagor and the Mortgagee from becoming co-insurers within the terms of such insurance with respect to such improvements.

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5.1.2 Comprehensive general liability insurance covering the Mortgagor against all liability for personal injury or property damage.

5.1.3 for any building improvement situated on the Premises is in an area now or subsequently designated as having special flood hazards, as defined by the Flood Disaster Protection Act of 1973, as amended from time to time, or another flood prone area, flood insurance in an amount equal to the lesser of the full replacement cost of the buildings and improvements or the maximum amount of flood insurance available.

5.1.4 such other insurance on the Premises or any replacements or substitutions thereof, or additions thereto, in such amounts as may from time to time be required by the Mortgagee, against other insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated, with due regard being given to the height and type of buildings, their construction, location, use and occupancy, or any replacements or substitutions therefor or additions thereto.

5.2 Except to the extent specified above, all such insurance shall be of a form and content, and have an expiration date, reasonably subject to the approval of the Mortgagee, shall be issued by companies having a Best's rating of A or better and contain a standard mortgagee clause and lender's loss payable endorsement, or the equivalent thereof in favor of the Mortgagee, and shall provide that the proceeds thereof shall be payable to the Mortgagee.

5.3 Mortgagor further agrees to deliver to the Mortgagee true, correct and complete copies of each such insurance policy and original certificates evidencing such insurance and any additional insurance which shall be taken out upon all or any part of the Premises together with receipts evidencing the payment of all premiums on or before thirty (30) days prior to the effective date of such policies and each and every renewal thereof, except to the extent provision for the payment of insurance premiums is made pursuant to this Mortgage, and the Mortgagor will deliver certificates evidencing renewals of all such policies of insurance to the Mortgagee on or before thirty (30) days prior to the expiry of any such insurance. In the event of any default by the Mortgagor in performing the foregoing insurance requirements, the Mortgagee may procure such insurance, pay the premiums therefor, and add the amount of such payment to the outstanding principal balance of the Notes as provided herein.

5.4 Mortgagor further agrees that all such insurance policies shall provide for at least thirty (30) days' written notice to the Mortgagee prior to any amendment, modification, cancellation or termination of any such policy.

5.5 In the event of foreclosure of this Mortgage, or other transfer of title to the Premises in extinguishment in whole or in part of the indebtedness secured by this Mortgage, all right, title and interest of the Mortgagor in and to such policies then in force concerning the Premises, and all proceeds payable thereunder, shall thereupon

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vest in the purchaser at the resulting foreclosure sale or other transferee in the event of such other transfer of title.

6. Damage to or Destruction of the Premises. If any act or occurrence of any kind or nature (including any casualty on which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Premises, or any part thereof, the Mortgagor shall give immediate notice thereof to the appropriate insurer and to the Mortgagee and, unless otherwise so instructed by the Mortgagee, shall promptly, at the Mortgagor's sole cost and expense, restore, repair, replace and rebuild the Premises as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction in accordance with plans and specifications submitted to and approved by the Mortgagee.

7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged as a result of the exercise of the power of eminent domain or by condemnation.

8. Representations and Warranties. Mortgagor hereby represents, warrants and covenants to the Mortgagee that:

8.1 Mortgagor, at the time of the execution and delivery of this Mortgage holds good and indefeasible title in and to all real property which is the subject of this Mortgage in fee simple, free and clear of any and all liens, charges and encumbrances whatsoever except the liens, charges, encumbrances, and other matters, if any, set forth in Regent Title Insurance Company File No. 208526, ("**Permitted Encumbrances**");

8.2 Mortgagor has good and absolute title to all personal property encumbered by this Mortgage and any other loan document, free and clear of any and all liens, charges, and encumbrances of any kind and nature whatsoever except any such liens and encumbrances which are Permitted Exceptions;

8.3 Mortgagor has the good and perfect right, full power and lawful authority to execute and deliver this Mortgage to the Mortgagee;

8.4 Mortgagor has taken all actions necessary to make this Mortgage and the other loan documents its valid, binding and legal obligations; and

8.5 That the liens and security interests created by one or more of this Mortgage or any other loan document are, and will be kept, a first and paramount priority lien and security interest upon the Premises and any part thereof, free and clear of all liens, encumbrances and other matters, except the Permitted Encumbrances, and the Mortgagor will forever warrant and defend the same to the Mortgagee, its successors and assigns against any and all claims and demands whatsoever, except the Permitted Encumbrances.

9. Assignment of Leases and Rents. As additional security for the payment of the indebtedness secured hereby, the Mortgagor hereby absolutely and

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unconditionally assigns and transfers to the Mortgagee all of the leases, rents and revenues of the Premises, including those now due, past due or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Premises, regardless of to whom the rents and revenues of the Premises are payable. The Mortgagor hereby authorizes the Mortgagee or the Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Premises to pay such rents to the Mortgagee or the Mortgagee's agents. Upon delivery of written notice by the Mortgagee to the Mortgagor of the breach by the Mortgagor of any covenant or agreement of the Mortgagor in any of the loan documents, and without the necessity of the Mortgagee entering upon and taking and maintaining full control of the Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Premises as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by the Mortgagor as trustee for the benefit of the Mortgagee only. The Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by the Mortgagee to the Mortgagor, each tenant of the Premises shall make such rents payable to and pay such rents to the Mortgagee or the Mortgagee's agent on the Mortgagee's written demand to each such tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by the Mortgagor.

All rents and revenues collected subsequent to the delivery of written notice by the Mortgagee to the Mortgagor of the breach by the Mortgagor of any covenant or agreement of the Mortgagor in this Mortgage, the Guaranty, or any of the loan documents shall be applied first to the costs, if any, of collecting the rents, including, but not limited to, attorneys' fees, and other charges, and the costs of discharging any obligation or liability of the Mortgagor as lessor or landlord of the Premises and then to the sums secured by the loan documents.

The provisions of this Section shall be inapplicable in the event that, but only to the extent that, the provisions of any prior mortgage require that such rents and revenues be dealt with in a manner which is inconsistent with the provisions of this Section.

10. Acceleration of Indebtedness in Case of Default. In the event of: (a) any default in the payment of the Note; or (b) the Mortgagor shall become insolvent, file a petition in bankruptcy or become the subject of any voluntary proceeding under the United States Bankruptcy Code; or (c) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept, performed or observed by the Mortgagor herein or to be performed by Maker in the Note or (d) an event of default occurs pursuant to the Loan and Security Agreement of even date herewith between Mortgagor, Mortgagee, NAWC Holding Company, Inc. and NAWX, LCC (the "Loan Agreement") or (e) an event of default occurs in any Loan Document as such term is defined in Article 1.1 of the Loan Agreement (any of the foregoing may be referred to as an "**Event of Default**"), then, and in every such case, the Indebtedness hereby secured

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shall, at once, at the election of the Mortgagee, become immediately due and payable, together with all accrued and unpaid interest and all other amounts due to the Mortgagee pursuant to this Mortgage, without notice or demand to the Mortgagor (the "Loan Agreement") pursuant to or (e) an event of default occurs in any Loan Documents as such term is defined in Article 1.1 of the Loan Agreement..

11. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by maturity, acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof and to enforce the other rights and remedies available to it pursuant to this Mortgage, any other loan document or applicable law. The indebtedness secured hereby shall include, and in any such suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree which adjudicates the amount due under the Mortgage Notes and secured by this Mortgage, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee (which may be estimated as to items to be expended after entry of the decree) for attorneys' fees, appraisers' fees, costs of documentary evidence, fees of expert witnesses, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. Further, all such amounts whether incurred before or after any decree or judgment of foreclosure shall be included in the amount required to redeem from any such foreclosure.

12. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, or upon the request of the Mortgagee and a showing of good cause, the court may appoint a receiver of the Premises. Mortgagor hereby consents to such appointment and agrees that such appointment may be made either before or after any judgment of foreclosure, the sale or the confirmation of the sale thereunder, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Premises, the adequacy of the Mortgagee's security or whether the same shall be then occupied as a homestead or not. Such receiver shall have full power and authority to operate, manage and conserve the Premises, and shall have all the usual powers of receivers in like cases.

13. Compliance with Illinois Mortgage Foreclosure Law. The powers, authorities and duties conferred upon the Mortgagee, in the event that the Mortgagee takes possession of the Premises, and any receiver which may be appointed hereunder, shall include all such powers, authority, and duties as may be conferred upon a mortgagee in possession or receiver under and pursuant to the Illinois Mortgage Foreclosure Law, as such may be amended from time to time ("IMFL"). To the extent that IMFL may limit the powers, authorities or duties purportedly conferred hereby, such powers, authorities and duties shall be limited as proscribed by IMFL at the time of their exercise or discharge.

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14. Waiver of Statutory Rights. THE MORTGAGOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY THE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE OR OTHERWISE UNDER ANY ORDER OR DECREE OF FORECLOSURE AND DISCLAIMS ANY STATUS AND RIGHTS WHICH IT MAY HAVE AS AN "OWNER OF REDEMPTION" AS THAT TERM MAY BE DEFINED IN SECTION 15-1212 OF IMFL, ON BEHALF OF THE MORTGAGOR AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS.

Nothing contained herein is intended to be, or shall be construed to be, a waiver, relinquishment or impairment of the Mortgagee's rights to fully and completely enforce all rights of personal liability and personal recourse against all parties obligated on any one or more of the Notes and this Mortgage.

15. Effect of Extensions of Time, Etc. From time to time, the Mortgagee may, but shall not be required to, at its sole and unfettered discretion, without giving notice to or obtaining the consent of the Mortgagor, or any other party liable or obligated for the payment of any amount or the performance of any obligation under any one or more of any guarantors under any Guaranty and this Mortgage (collectively, "**Obligors**"), without liability to any of the Obligors, and notwithstanding any breach by any of the Obligors, extend the time for the payment of any indebtedness secured hereby, reduce the payments thereon, release anyone principally or collaterally liable for the payment of all or any part of such indebtedness, elect not to pursue any remedies it may have against any of the Obligors or any other person or property, accept a renewal note or notes evidencing such indebtedness, modify the terms and time of the payment of said indebtedness, release the Premises or any part thereof from the lien of any one or more of this Mortgage and any other loan document, take or release other or additional security, consent to the granting of an easement on or encumbrance against the Premises, join in any extension or subordination agreement, or agree in writing to modify the rate of interest or period of amortization of the Mortgage Notes or change the amount of the payments due thereunder. Any actions taken by the Mortgagee pursuant to this paragraph: shall not affect the obligations of the Obligors, or any of them, to pay the amounts due under or to perform any obligation required by, this Mortgage, the Guaranty, or any other loan document; and shall not affect the lien or priority of lien hereof, except and only to the extent expressly agreed to by the Mortgagee in writing.

16. Release. Upon the payment and discharge of all indebtedness secured hereby and the payment of a reasonable fee to the Mortgagee for the preparation and execution thereof, the Mortgagee shall execute and deliver a release of the lien of this Mortgage.

17. Notices. Any notice, demand or communication of any kind which the Mortgagor or the Mortgagee may desire or be required to give to the other shall be in writing and shall be sufficiently served by delivering the same personally or by depositing the same in the United States Mail, Certified Mail, postage prepaid, or with an

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express courier, freight charges paid, addressed to the other party at the following addresses:

If to the Mortgagor:	Mark Chudy 6800 West 68th Street Bedford Park, IL
With a copy to:	Liston & Tsantilis, P.C. Attn: Brian P. Liston 33 N. LaSalle Street, 25th Floor Chicago, IL 60602
If to Lender:	Old Plank Trail Community Bank 20012 South Wolf Road Mokena, IL 60448 Attn: Mike Conway, Vice President
With a copy to:	Arnstein & Lehr LLP 120 S. Riverside Plaza, Suite 1200 Chicago, IL 60606 Attn: Barry R. Katz

or at such other address as either party may from time to time designate by like notice to the other. Any notice so sent shall be deemed to have been given one (1) business day after the day of its sending.

18. Junior Mortgage Covenant. this Mortgage is a Junior Mortgage, the lien of which is junior, subject and subordinate to the lien of a certain Open-End Mortgage, Security Agreement and UCC Fixture Filing of even date herewith between Mortgagor and Mortgagee (the "**First Mortgage**") to secure a note to Mortgagee (hereinafter referred to as the "**First Note**") in the original principal amount of Three Million Five Hundred Seventy-One Thousand and No/100 Dollars (\$3,571,000.00). The indebtedness evidenced by the First Note and secured by the First Mortgage is hereinafter referred to as the "**Senior Indebtedness.**"

Mortgagor covenants and agrees that it shall perform and discharge each and all of the obligations of the conditions of the First Mortgage and First Note and all other documents relating thereto (the First Note, First Mortgage and all such other documents being hereinafter referred to collectively as the "**Senior Loan Documents**"), and that a default or the occurrence of an event of default under any of the Senior Loan Documents shall constitute a default hereunder, in consequence whereof Mortgagee may avail itself of any or all of the rights or remedies reserved herein or allowed or permitted by law or in equity as in such case made and provided.

19. Amendment. This Mortgage may not be amended, changed, modified or terminated, except by written instrument executed by the Mortgagor and the Mortgagee.

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20. Waiver of Homestead Exemption. Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

21. Acknowledgement by Mortgagor of Business Purposes. Mortgagor hereby acknowledges that the Mortgage Loan, is being extended by Mortgagee to Borrower solely for business purposes and that the granting of this Mortgage is a necessary precondition to Mortgagee's extension of the Mortgage Loan.

22. Incorporation of Recital. The Recital set forth on Page 1 is an integral part of this Mortgage and Mortgagee acknowledges the adequacy of the consideration received by it in granting this Mortgage.

23. Governing Law. This Mortgage shall be governed and be construed in accordance with the laws of the State of Illinois.

[Remainder of Page Intentionally Left Blank – Signature Page(s) Follow]

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Signature Page to Junior Mortgage and Assignment of Leases

IN WITNESS WHEREOF, the Mortgagor, has caused this Junior Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:

NAWC Realty, LLC, an Illinois limited liability company

By: _____
A. Roy Phillips

By: _____
Cindy L. Chudy

Its: Managers

Property of Cook County Clerk's Office

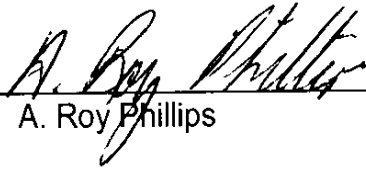
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MORTGAGOR:

NAWC Realty, LLC, an Illinois limited liability company

By: 
A. Roy Phillips

By: _____
Cindy L. Chudy

Its: Managers

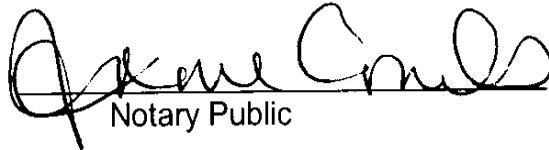
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. Roy Phillips one of the Managers of NAWC Realty, LLC, an Illinois limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of such signatory on behalf of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Illinois, this 28 day of July, 2011.



Notary Public



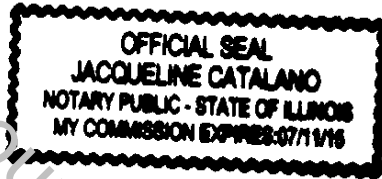
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Cindy L. Chudy one of the Managers of NAWC Realty, LLC, an Illinois limited liability company, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such signatory on behalf of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at BEDFORD PARK, Illinois, this 28 day of July, 2011.

Jacqueline Catalano
 Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 14 (EXCEPT THE EAST 621.33 FEET THEREOF, AS MEASURED AT RIGHT ANGLE TO THE EAST LINE THEREOF, AND ALSO EXCEPTING THE WEST 1047.0 FEET OF SAID LOT) IN BEDFORD INDUSTRIAL PARK, BEING A SUBDIVISION OF PARTS OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Identification No.: 19-19-301-013-0000

Property Address: 6800 West 68th Street
Bedford Park, IL 60638