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1125929000

Doc#: 1125929000 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2011 09:13 AM Pg: 1 of 6

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-09-227-018-0000

Address:

Street: 5 W Erie Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60611

Lender: JLK Enterprises, LLC

Borrower: 9 West Erie, LLC

Loan / Mortgage Amount: \$53,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Certificate number: 1CE9DC9A-5C43-4B9C-97E3-4BF261C0DCA0

Execution date: 08/30/2011

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This instrument was prepared by and after recording, return to:

Murray J. Lewison
Johnson and Colmar
2201 Waukegan Road - Suite 260
Bannockburn, IL 60015

THIS MORTGAGE IS JUNIOR
AND SUBORDINATE TO
MORTGAGE RECORDED
December 28, 2007 AS
DOCUMENT #0726209186

SECOND MORTGAGE

THIS MORTGAGE, is made on the 30th day of August, 2011, by and between 9 West Erie, LLC, an Illinois limited liability company, (Mortgagor), and JLK Enterprises, LLC, an Illinois limited liability company, (Lender).

AMOUNT OF LIEN:

WHEREAS, William E. Warman (Borrower), who is a member of WEW Erie, LLC, which is a member of Mortgagor is justly indebted to Lender in the sum of Fifty Three Thousand dollars (\$53,000.00), which is evidenced by Borrower's note, dated the same date as this Mortgage ("Note"), which provides that the full debt is due and payable on or before January 31, 2012. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided therein; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. Mortgagor acknowledges that the loan to Borrower provides a benefit to Mortgagor.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN:

NOW, THEREFORE, in consideration of the premises and the sum set forth above, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor by these presents does grant, bargain, sell and convey unto Lender the property located at 5-9 W. Erie Street, Chicago, Illinois, more particularly described in Exhibit A, attached hereto and made a part hereof.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Lender, forever. Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Lender, at its address listed in the Note, or at such other place, which may hereafter be designated by Lender, its successors or assigns, without interest while in good standing, the principal sum of Fifty Three Thousand dollars (\$53,000.00) with final maturity, if not sooner paid, as stated in said Note unless amended or

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extended according to the terms of the Note executed by Borrower and payable to the order of Lender, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Lender as follows:

1. **Secured Indebtedness.** This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the Secured Indebtedness), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.
2. **Performance of Mortgage, Etc.** Mortgagor shall perform, observe and comply with all provisions hereof.
3. **Extent Of Payment Other Than Principal And Interest.** Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Lender in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.
4. **Care of Property.** Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance for their full replacement cost. All insurance policies and renewals shall include a standard mortgage clause. In the event of loss, Mortgagor shall give prompt notice to the insurer and Lender. If Lender acquires the Property, Mortgagor's right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.
5. **Default.** The occurrence of any one of the following events which shall not be cured within 10 days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within 30 days after written notice, if the default is non-monetary, shall constitute an Event of Default: (1) Borrower fails to pay the Secured Indebtedness, or any part thereof, or Mortgagor fails to pay the taxes, insurance and other charges, as hereinbefore provided, when and as the same shall become due and payable; (2) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (3) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (4) Borrower materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in the Note; or (5) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

Upon the occurrence of any Event of Default, the Lender may immediately do any one or more of the following: (1) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without

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notice to Mortgagor (such notice being hereby expressly waived), to be due and payable at once, by foreclosure or otherwise; (2) In the event that Lender elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once as provided for herein, or as may be provided for in the Note, then Lender shall have the right to pursue all of Lender's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

6. **Prior Liens.** Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Lender).

7. **Protection of Lender's Rights in the Property.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation 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 rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement until paid at the rate of 15% per annum.

8. **Notices, Demand and Request.** Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

9. **Severability.** If any provision of this Mortgage shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the instrument in which such provision is contained, shall be enforced to the maximum extent permitted by law.

10. **Governing Law.** The terms and provisions of this Mortgage are to be governed by the laws of the State of Illinois. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law.

11. **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Lender and they shall not be used in the interpretation or construction hereof.

12. **Attorney's Fees.** As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

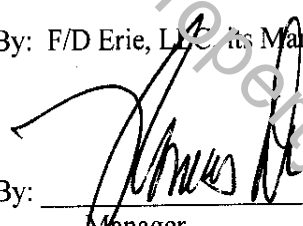
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13. **Lender in Possession.** Upon acceleration under Paragraph 5 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent, or by judicially appointed trustee shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender 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 attorneys' fees, and then to the sums secured by this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

9 WEST ERIE, LLC

By: F/D Erie, LLC its Manager

By: 
Manager

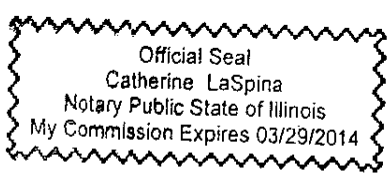
Mortgagor

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a notary public does hereby certify that Thomas DiPietro, personally known to me to be Manager of F/D Erie, LLC, Manager of 9 West Erie, LLC, an Illinois limited liability company appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 30 day of August, 2011.

Catherine LaSpina
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: A PART OF LOTS 1 AND 2 OF ASSESSORS DIVISION OF LOT 16 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO AND THE NORTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 1, 20 FEET 2 INCHES WEST OF THE NORTH EAST CORNER OF SAID LOT 1; RUNNING THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 1 AND 2, 51 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE WEST ON THE SOUTH LINE OF SAID LOT 2, 19 FEET AND 4 INCHES; THENCE NORTH ON LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 1 AND 2, 51 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EAST 19 FEET 4 INCHES TO THE PLACE OF BEGINNING IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LOT 1 OF ASSESSORS DIVISION OF LOT 16 IN BLOCK 24 OF WOLCOTT'S ADDITION TO CHICAGO AND THE NORTH 1/2 OF BLOCK 37 OF KINZIE'S ADDITION TO CHICAGO, 39 FEET 6 INCHES WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE RUNNING SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 1 AND LOT 2 IN SAID ASSESSOR'S DIVISION, 51 FEET TO THE SOUTH LINE OF THE SAID LOT 2; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 19 FEET 4 INCHES; THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 1 AND 2, 51 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EAST 19 FEET 4 INCHES TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE WEST 20.66 FEET OF LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF LOT 16 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO WITH THE NORTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 14 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 15 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5-9 W. Erie Street, Chicago, IL

PINS:	17-09-227-007-0000	17-09-227-018-0000
	17-09-227-008-0000	17-09-227-019-0000
	17-09-227-017-0000	