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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1214313055 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/22/2012 03:28 PM Pg: 1 of 9

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 17-16-108-032-0000

**Address:**

**Street:** 130 South Canal Street

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60606

**Lender:** C.A. BIANCO, INC., a Missouri corporation

**Borrower:** MP Associates, LLC, an Illinois limited liability company

**Loan / Mortgage Amount:** \$350,011.30

This property is located within the program area and is exempt from the requirements of 765 LCS 77/70 et seq. because it is commercial property.

**Certificate number:** ABE83C66-50E6-4441-B350-B0583902D2B5

**Execution date:** 05/17/2012

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*This document was prepared by,  
and after recording, return to:*

Joseph C. Levine, Esq.  
c/o Bianco Properties  
680 Craig Road, Suite 240  
St. Louis, MO 63141

*Maximum Principal Indebtedness:  
(for recording purposes)*

\$350,011.30

*This space reserved for Recorder's use only.*

NO 5-536135 787 LC

## SECOND MORTGAGE

THIS SECOND MORTGAGE ("**Mortgage**") made as of this 17th day of May, 2012 by **MP Associates, LLC**, an Illinois limited liability company (collectively the "**Mortgagor**") and for the benefit of **C. A. BIANCO, INC.**, a Missouri corporation, having an office at c/o Bianco Properties, 680 Craig Road, St. Louis, Missouri 63141 ("**Mortgagee**").

1. **Grant.** Mortgagor irrevocably grants, conveys, assigns, remises, releases, warrants, mortgages and conveys to Mortgagee all of that real property located in the City of Chicago, County of Cook, State of Illinois, as more further described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(collectively "**Real Estate**") together with all interest in all improvements, extensions, additions, easements, leases, contracts, fixtures, equipment, personal property, receipts, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of every nature whatsoever now or hereafter owned by Mortgagor and/or located on, or used in connection with, the Real Estate or the improvements thereon, or in connection with any construction thereon (collectively "**Subject Property**").

Mortgagor and Mortgagee hereby acknowledge that Mortgagor granted that certain Illinois Short Form Mortgage ("Prior Mortgage") of even date herewith, for the benefit of Parkedge Corporation, a Washington corporation, to secure certain obligations as more specifically set forth in the Prior Mortgage and both parties acknowledge that this Second Mortgage is subordinate and junior to the lien of the Prior Mortgage.

TO HAVE AND TO HOLD the Subject Property, together with the Collateral (as hereinafter defined) and all the rights, profits, proceeds, products and other property described above, to or of any or all of the foregoing belonging unto and to the use of the Mortgagee, its successors and

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assigns, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

2. **Obligations Secured.** Mortgagor makes this Mortgage for the purpose of securing the payment to Mortgagee of all sums at any time owing under that certain *Promissory Note* ("Note") of even date herewith, in the principal amount of Three Hundred Fifty Thousand Eleven and 30/100 Dollars (\$350,011.30) executed by Mortgagor as borrower and payable to the order of Mortgagee, as lender; as well as payment and performance of all covenants and obligations of Mortgagor under this Mortgage.

3. **Assignment of Rents.** Mortgagor hereby irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under: (a) all leases, purchase contracts, agreements of conveyance and any other agreements of any kind relating to the Subject Property (collectively "**Leases**"); and (b) the rents, revenue, income, issues, deposits and profits of the Subject Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases (collectively "**Payments**"). This is a present and absolute assignment, and Mortgagee's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Subject Property, the Real Estate, or any portion thereof. The Leases and Payments are a part of the "Subject Property" secured hereunder.

4. **Security Interests Granted.** To secure the obligations of the Mortgagor, the Mortgagor hereby grants and assigns to Mortgagee a security interest in all goods, materials, supplies, inventory, equipment, machinery, fixtures, furniture, furnishings, accounts receivable, contract rights, licenses, agreements, general intangibles and personal property, in any way arising from or related to the ownership, management, leasing or operation of the Subject Property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Subject Property (collectively "**Collateral**"). As to all of the above described Collateral which is or which hereafter becomes a "fixture" under applicable law, this Mortgage constitutes a fixture filing under the relevant state's Uniform Commercial Code, as amended ("**UCC**"), and is acknowledged and agreed to be a "mortgage" under the UCC. This Mortgage creates a security interest in the Collateral, and, to the extent the Collateral is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee under the UCC with the Mortgagor as a "secured party" under the UCC.

5. **Assignment of Rights and Contracts.** Mortgagor hereby grants and assigns to Mortgagee all rights, title and interest in any and all of the following in any way relating to the Subject Property or the Collateral: insurance policies and proceeds; condemnation awards and proceeds; rights to the payment of money; construction contracts, labor contracts, material contracts, engineering contracts, architect contracts, designer contracts, surveyor contracts, tradesmen contracts, general contractor contract, subcontractor contracts and each of their respective goods, wares and work product; management contracts; service contracts; contracts or options for sale or lease of any of the Real Estate; and, trade names, trademarks and service marks in any way connected with the Subject Property. Such items shall be considered "Collateral" to the extent relevant under the UCC.

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6. **Statement of Title and Ownership.** Mortgagor covenants that Mortgagor and no other person or entity is lawfully seized of the Real Estate and has the right to mortgage, grant and convey the Real Estate, and that the Real Estate is unencumbered except for encumbrances of record, which shall be fully paid and released from the proceeds from the Note.

7. **Waste and Insurance.** Mortgagor shall not commit any waste to the Real Estate by any act or failure to act. Mortgagor shall pay all property taxes and assessments as each becomes due and owed on the property. At all times, Mortgagor shall maintain casualty and property damage insurance for no less than the replacement value of the Real Estate and the improvements thereupon, and shall cause Mortgagee to be named "additional insured" under such policy or policies, with the right to receive no less than 30 days notice of cancellation. Mortgagor shall also maintain in effect at all times adequate insurance for personal injury and property damage of others occurring upon the Real Estate. Mortgagor shall not be responsible for providing insurance coverage for the personalty of any tenant unless the Mortgagor undertakes an obligation to do so, in which case Mortgagor shall maintain such insurance in full force and effect at all times.

8. **Mechanics and Other Liens.** Mortgagor shall not allow any mechanics lien; brokers lien; memorandum of judgment; lien relating to any unpaid water, sewage, waste disposal, or sanitary district charges; or any other lien other than a statutory lien for property taxes not yet due and payable, to be recorded against or upon the Real Estate. In the event such a lien is recorded, then Mortgagor shall, cause such lien to be removed within 30 days of the recording of such lien or shall, at the discretion of the Mortgagee, provide Mortgagee with adequate assurance and protection, including, without limitation, a bond or additional security, so that if such lien were found to be valid and enforceable, sufficient funds were available to pay such lien without in any manner affecting any interest Mortgagee has acquired by this instrument. Mortgagor shall not contract or enter into any agreement with any person or entity to perform any work upon the Real Estate which may give rise to the recording of a mechanics lien or brokers lien, without prior thereto obtaining the written consent of Mortgagee, which shall not be unreasonably withheld. Mortgagor shall not transfer any interest or title in the Real Estate or grant or allow any lien to be recorded against the Real Estate (other than a lien for property taxes not yet due and payable which arises by operation of law) without obtaining the prior written consent of Mortgagee which shall not be unreasonably withheld.

9. **Event of Default.** Mortgagor's failure to perform or breach of any promise, covenant or obligation set forth herein shall constitute an event of default ("**Event of Default**"). Events of Default shall include, without limitation: (a) Mortgagor fails to perform or breaches any promise, covenant or obligation set forth in any of the Loan Documents; (b) Waste is committed upon Real Estate, Real Estate is in a state of disrepair, Real Estate is abandoned, or the condition of the Real Estate is found to be in violation of any federal, state, or local law, statute or ordinance; (c) Mortgagor is adjudicated bankrupt, or a trustee or receiver is appointed for the Mortgagor or for all or the major part of the Mortgagor's property; (d) Mortgagor makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver or trustee or liquidator of all or the major part of Mortgagor's property, or the Real Estate; and, (e) Mortgagee

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determines, in its sole judgment, that Mortgagor is not creditworthy, Mortgagee is under-secured, or Mortgagor's financial position has changed that would prevent Mortgagor from paying back the debt evidenced by the Loan Documents.

10. **Foreclosure.** Upon the filing of any complaint to foreclose this Mortgage in any court of competent jurisdiction, such court may appoint Mortgagee or Mortgagee's designee or any proper person receiver, with power to collect the rents, issues and profits arising out of the Real Estate during the pendency of such foreclosure suit, and until the time has passed to redeem the Real Estate from any sale that may be made under any decree, order or judgment foreclosing this Mortgage. Such rents, issues and profits, when collected, may be applied toward the payment of Mortgagor's indebtedness to Mortgagee and Mortgagee's advances and expenses incurred in connection with the foreclosure of this Mortgage. Upon the foreclosure and sale of the Real Estate, there shall be paid first out of the proceeds of such sale all expenses of advertisement, selling and conveying the Real Estate, ascertaining the necessary parties to the foreclosure action, and reasonable attorneys' fees incurred, to be included in the decree, order or judgment, and all moneys advanced for taxes, assessments or other liens; then, there shall be paid the principal indebtedness pursuant to the Note whether due and payable by the terms thereof or by acceleration, and the interest thereon. Any balance remaining after payment of all Mortgagor's Liabilities or amounts owed to Mortgagee which are secured by this or any other mortgage, and payment of any and all other liens or secured claims against the Real Estate, shall be paid to Mortgagor.

11. **Additional Mortgagor Covenants.** Mortgagor does hereby covenant and agree that Mortgagee shall have no responsibility for the control, care, management or repair of the Real Estate and shall not be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Real Estate resulting in loss, injury or death to any tenant, licensee, stranger or other person. Mortgagor further covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers hereby granted to the Mortgagee; and Mortgagor hereby expressly waives and releases any such liability. This Mortgage shall inure to the benefit of the Mortgagee and shall secure all indebtedness of Mortgagor to Mortgagee, as set forth in the Note and herein, and shall also secure any and all future advances or sums loaned by Mortgagee to Mortgagor, until such time as all indebtedness of Mortgagor to Mortgagee has been paid in full and this Mortgage has been released. (This provision shall not in any manner be deemed to be an agreement or obligation to advance or loan any additional sums from Mortgagee to Mortgagor.) The Mortgagee shall have the right to inspect the Real Estate at all reasonable times, and access thereto shall be permitted for that purpose.

12. **Mortgagee in Possession.** Nothing herein contained or contained in the Loan Documents shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Real Estate by the Mortgagee.

13. **Severability.** If any term or condition of this Mortgage shall be invalid or unenforceable to any extent or in any application, then the remainder of this Mortgage, and such

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term or condition, except to the extent invalid or unenforceable, shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

14. **Time.** TIME IS OF THE ESSENCE hereof and of the Note and all other Loan Documents delivered in connection with the indebtedness hereby secured.

15. **Further Acts and Assurances.** All documents or other deliveries required to be made by Mortgagor and Mortgagee at closing, and all transactions required to be consummated concurrently with closing shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall be deemed to have been consummated, until all deliveries required by Mortgagor and Mortgagee shall have been made, and all concurrent or other transactions shall have been consummated. The parties agree that from time to time, Mortgagee may require Mortgagor to execute such other documents and perform such further actions, including without limitation, actions for Mortgagee to obtain a loan title insurance policy insuring Mortgagee's lien on the Real Estate. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first written above.

MP ASSOCIATES, LLC,  
an Illinois limited liability company

By: Tonia L. Shelton  
Tonia L. Shelton, Manager

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF ST. LOUIS        )

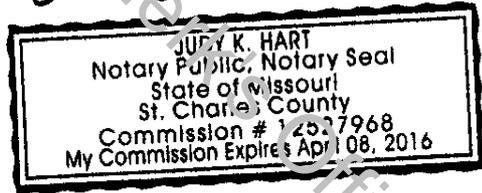
I, Judy K Hart, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tonia L. Shelton, who is the Manager of MP Associate, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and by the authority granted to him/her by the limited liability company, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 10<sup>th</sup> day of May, 2012.

[SEAL]

My commission expires: April 8, 2016

Judy K Hart  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Parcel 1:

That part of Lots 5, 6, 7 and 8 in Block 50 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian which lies above a horizontal plane having an elevation of +28.04 feet and below a horizontal plane having an elevation of +41.14 feet, Chicago City datum, bounded and described as follows:

Commencing at the Southeast corner of Lot 5; thence Northerly along the East line of said lot, a distance of 110.25 feet; thence Westerly perpendicular to said East line, a distance of 1.61 feet to the point of beginning; thence West, a distance of 13.10 feet; thence North, a distance of 5.10 feet; thence West, a distance of 5.65 feet; thence North, a distance of 0.81 of a foot; thence West, a distance of 15.12 feet; thence North, a distance of 4.30 feet; thence West, a distance of 2.80 feet; thence South, a distance of 0.69 of a foot; thence West, a distance of 32.54 feet; thence North, a distance of 2.69 feet; thence West, a distance of 9.55 feet; thence North, a distance of 23.72 feet; thence East, a distance of 78.76 feet; thence South, a distance of 35.93 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 2:

That part of Lots 5, 6, 7 and 8 in Block 50 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian which lies above a horizontal plane having an elevation of +28.04 feet and below a horizontal plane having an elevation of +41.14 feet, Chicago City datum, bounded and described as follows:

Commencing at the Southeast corner of Lot 5; thence Northerly along the East line of said lot, a distance of 1.30 feet; thence Westerly perpendicular to said East line, a distance of 3.37 feet to the point of beginning; thence West, a distance of 95.15 feet; thence North, a distance of 21.64 feet; thence West, a distance of 8.48 feet; thence North, a distance of 66.00 feet; thence East, a distance of 11.07 feet; thence North, a distance of 4.67 feet; thence East, a distance of 20.10 feet; thence South, a distance of 6.85 feet; thence East, a distance of 20.21 feet; thence South, a distance of 1.66 feet; thence East, a distance of 7.03 feet; thence South, a distance of 2.89 feet; thence East, a distance of 12.16 feet; thence North, a distance of 2.10 feet; thence East, a distance of 12.66 feet; thence South, a distance of 2.90 feet; thence East, a distance of 8.02 feet; thence North, a distance of 5.38 feet; thence East, a distance of 12.38 feet; thence South, a distance of 85.50 feet to the point of beginning, in Cook County, Illinois.

#### Parcel 3:

That part of Lots 5, 6, 7 and 8 in Block 50 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian which lies above a horizontal plane having an elevation of +15.35 feet and below a horizontal plane having an elevation of +27.46 feet, Chicago City datum, bounded and described as follows:

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Commencing at the Southwest corner of Lot 8; thence Easterly along the South line of said lot, a distance of 1.10 feet; thence Northerly perpendicular to said South line, a distance of 1.44 feet to the point of beginning; thence North, a distance of 163.54 feet; thence East, a distance of 55.77 feet; thence South, a distance of 142.71 feet; thence East, a distance of 19.13 feet; thence South, a distance of 20.83 feet; thence West, a distance of 74.90 feet to the point of beginning, in Cook County, Illinois.

Parcel 4:

Non-exclusive easement in favor of Parcels 1, 2 and 3 for ingress, egress, use, enjoyment and support as created by Reciprocal Easement Agreement recorded March 5, 1999 as document number 99214669 and amended by First Amendment recorded March 11, 2003 as document no. 0030338137, and further amended by Second Amendment to Reciprocal Easement Agreement recorded May 30, 2003 as document no. 0315041041, over, upon and under premises described therein.

Common Address: 130 South Canal Street, Chicago, IL 60606

PIN: 17-16-108-032-0000