



Doc#: 1229733125 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/23/2012 02:21 PM Pg: 1 of 8

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212149

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Caleb Jewell  
Applegate & Thorne-Thomsen, P.C.  
626 West Jackson Blvd., Suite 400  
Chicago, IL 60661

**Mortgage**

THIS MORTGAGE is made as of October 1, 2012, by and between Churchview Manor Preservation, L.P., an Illinois limited partnership, whose address is 2601 West 63<sup>rd</sup> Street, Chicago, Illinois 60629, as Borrower, and Churchview Limited Partnership, an Illinois limited partnership, whose address is 2601 West 63<sup>rd</sup> Street, Chicago, Illinois 60629, as Lender.

FOR VALUE RECEIVED, Borrower mortgages and warrants to Lender lands located in the County of Cook and State of Illinois, described as follows:

**See Exhibit A attached hereto and made a part hereof**

together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, heating, air conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "Premises."

This Mortgage is given to secure the performance, by Borrower, of all of its obligations under and pursuant to that certain Mortgage Note of even date herewith (the "Note") by Borrower in favor of Lender in the principal amount of One Million Seven Hundred Four Thousand Nine Hundred Thirty Seven Dollars (\$1,704,937). Said indebtedness, together with all other obligations described in the Promissory Note are hereinafter referred to as the "Obligations". The Obligations, unless sooner paid, mature on October 1, 2054.

Borrower further warrants, represents, covenants, and agrees as follows:

S ~~Y~~  
P ~~6~~  
S ~~N~~  
SC ~~V~~  
INT ~~RT~~ 6995

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1. *Warranties.* Borrower warrants and represents to Lender that this Mortgage has been authorized by all appropriate corporate action on behalf of Borrower, constitutes the valid and binding obligation of Borrower, enforceable in accordance with its terms.

2. *Taxes; Prior Mortgage.* Borrower will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and, upon request, deliver to Lender satisfactory evidence of such payment.

3. *Insurance.* Borrower will cause all buildings, improvements and other insurable parts of the Premises to be insured, up to the full current value thereof, against loss or damage by fire, windstorm and other such hazards under what is commonly known as an "all risk" policy of casualty insurance, and Borrower shall cause all premiums on such insurance to be paid when due.

4. *Maintenance and Repair.* Borrower will maintain the Premises in good condition and repair; will not commit or suffer any waste thereon; will cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

5. *Lender's Right to Perform; Receiver.* If Borrower shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Borrower hereunder, and its obligation to keep the Premises in good condition and repair, then Lender shall have the right, but shall have no obligation, to pay such taxes, assessments, mortgage payments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Lender in connection therewith shall become part of the Obligations, payable by Borrower to Lender upon demand, together with interest at the Note rate.

6. *Condemnation.* If all or part of the Premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, Lender shall have the right to share in the proceeds to the extent of its interest at the time of taking.

7. *Events of Default.* Upon the occurrence of any of the following events of default, all or any part of the Obligations shall, at the option of Lender, become immediately due and payable without notice or demand:

(a) If default shall be made in the payment or performance when due of all or any portion of the Obligations, or if Borrower shall default in the due performance or observance of any other covenant or obligation of Borrower under this Mortgage.

(b) If any warranty or representation made to Lender in this Mortgage or in any other document given in connection with the Obligations shall be false or inaccurate in any material respect.

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(c) If a voluntary or involuntary proceeding in receivership or insolvency shall be commenced by Borrower, or if a voluntary or involuntary proceeding in receivership or insolvency shall be commenced against Borrower and Borrower does not secure a release or stay of such proceeding within 90 days of commencement.

(d) If Borrower, without the prior written consent of Lender, shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Lender, or if any part of the Premises or any interest therein shall be transferred by operation of law.

8. *Remedies.* Lender shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Borrower under the terms of this mortgage, Lender shall have the right, and is hereby authorized to foreclose this Mortgage by action pursuant to applicable law.

All rights and remedies of Lender under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Lender in the exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

9. *Expenses.* Borrower shall pay to Lender on demand any and all expenses, including attorneys' fees and legal expenses, paid or incurred by Lender in collecting or attempting to collect or enforce the Obligations or in protecting and enforcing the rights of and obligations to Lender under any provision of this Mortgage, including, without limitation, taking any action in any insolvency or bankruptcy proceedings concerning Borrower, or foreclosing this Mortgage by advertisement or by action, and all such expenses shall be part of the Obligations and shall bear interest from the date paid or incurred by Lender, at the lesser of the highest permitted legal rate or the rate specified in the Note.

10. *Notices.* All notices to Borrower and to Lender shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Borrower and Lender appearing on the first page hereof, or if and when delivered personally. Copies of all notices shall be sent to Great Lakes Capital Fund for Housing Limited Partnership Fund XXVI, 1000 S. Washington Avenue, Ste 200, Lansing, MI 48910, Attention: General Counsel

11. *Miscellaneous.* The covenants contained herein shall be binding upon and inure to the benefit of Borrower and Borrower's heirs, executors, administrators and personal representatives and Lender and its successors and assigns. Whenever used herein, unless the context otherwise requires, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. The headings to the various paragraphs hereof have been inserted for convenient references only and shall to no extent have the effect of amending or changing the expressed provisions of this Mortgage.

12. *Severability.* Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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13. *Fixture Filing.* The Mortgage constitutes a security agreement and shall be effective as a financing statement filed as a fixture filing as provided in the Illinois Uniform Commercial Code as to the goods described in this Mortgage by item and type and all goods which are or may become fixtures related to the Premises described in this Mortgage.

14. *Priority.* The Lender's rights under this Mortgage are subordinate to the rights of (i) BMO Harris Bank, N.A. under the first mortgage of even date herewith securing a loan in the stated principal amount of \$3,750,000; and (ii) the City of Chicago under the second mortgage of even date herewith securing a loan in the stated principal amount of \$3,412,266.

(Signature Page Follows)

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IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the day and year first above written.

**Borrower:**

CHURCHVIEW MANOR PRESERVATION, L.P.,  
an Illinois limited partnership

By: Churchview Manor Preservation, NFP, an  
Illinois not-for-profit corporation, its general  
partner

By:   
Ghian Foreman, President

County of Cook     )  
                                  ) ss.  
State of Illinois    )

The foregoing instrument was signed and acknowledged before me on October 19, 2012, by Ghian Foreman, the President of Churchview Manor Preservation, NFP, in its capacity as general partner of Churchview Manor Preservation, L.P., on behalf of said partnership.

  
Notary Public, Cook County, Illinois

My Commission Expires:



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## EXHIBIT A

### **Legal Description**

LOTS 16, 17, 18, 19, 20, 21, 22, AND 23 IN BLOCK 15 IN COBE & MCKINNON'S 63<sup>rd</sup> STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2626 West 63<sup>rd</sup> Street, Chicago, Illinois

PINS: 19-13-426-033-000; 19-13-426-034-000; 19-13-426-035-000; 19-13-426-036-000; 19-13-426-037-000; and 19-13-426-038-000.

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