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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1300250112 Fee: \$66.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/02/2013 12:52 PM Pg: 1 of 15

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 03-34-200-055-0000

Address:

Street: 253 E. RAND ROAD

Street line 2:

City: MOUNT PROSPECT

State: IL

ZIP Code: 60056

Lender: MARC CALLERO AND CAROLINE CALLERO

Borrower: 253 E. RAND ROAD, LLC.

Loan / Mortgage Amount: \$700,000.00

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.

Certificate number: AA02DE84-9D07-4B3D-8905-C2C175D76367

Execution date: 06/16/2012

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**THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED MAIL TO:**

**Dennis D. Sassan  
Attorney at Law  
7788 N. Milwaukee Avenue  
Niles, Illinois 60714**

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## MORTGAGE

THIS MORTGAGE of the property commonly known as 253 E. Rand Road, Mount Prospect, Cook County, Illinois, is dated June 16, 2012, between MARC CALLERO and CAROLINE CALLERO ("Lender") and 253 E. RAND ROAD, LLC, an Illinois limited liability company ("Grantor"). Subject only to outstanding real estate taxes, easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, Lender has the following rights:

## DEFINITIONS

The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code (810 ILCS 1/1 et seq. as amended from time to time, the "Uniform Commercial Code"). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Base Rate.** The words "Base Rate" mean the rate of interest charged by Lender for the disbursed funds. The Base Rate shall be five per cent (5%) per annum unless the Default Rate (defined herein) shall apply.

**Borrower.** The word "Borrower" means 253 E. RAND ROAD, LLC, an Illinois limited liability company.

**Collateral.** The word "Collateral" means and includes, without limitation, all property and assets granted as collateral security for any portion of the Indebtedness (defined herein), whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, or whether created by law, contract, or otherwise.

**Default Rate.** The words "Default Rate" mean the Base Rate plus 5.0% per annum calculated on the basis of a year consisting of 360 days and paid for actual days elapsed.

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**Event of Default.** The words “Event of Default” have the meaning set forth in Section 6.1.

**Grantor.** The word “Grantor” means, without limitation, each and all of the Persons granting a Security Interest in any Collateral for the Indebtedness, including Borrower.

**Improvements.** The word “Improvements” means, without limitation, all site improvements, existing and future buildings, structures, facilities, fixtures, landscaping, additions, and equipment on the Property.

**Indebtedness.** The word “Indebtedness” means all obligations, debts and liabilities of Borrower to Lender of any and every kind and nature.

**Lender.** The word “Lender” means Marc Callero and Caroline Callero, or the survivor of them, their successors and assigns, of 3458 N. Ashland Avenue, Unit 3N, Chicago, Illinois 60057.

**Loan Documents.** The words “Loan Documents” mean this Mortgage, the Promissory Note, and the Guaranty of Payment.

**Maturity Date.** The word “Maturity Date” mean upon demand of the Lender.

**Note.** The word “Note” means the Promissory Note, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

**Person.** The word “Person” means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, government (or any instrumentality, division, agency, body or political subdivision thereof) or other entity of any kind.

**Personal Property.** The words “Personal Property” mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Borrower, and now or hereafter attached or affixed to the Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such Property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Personal Property.

**Promissory Note.** The words “Promissory Note” mean that certain Promissory Note executed by Borrower to Lender dated June 16, 2012 in the principal amount of SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00) together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

**Property.** The word “Property” means the real property, Personal Property and Improvements thereon located at 253 E. Rand Road, Mount Prospect, Cook County, Illinois 60056.

**Security Agreement.** The words “Security Agreement” mean any agreements, promises,

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covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

## SECTION 1: GRANT OF MORTGAGE

**1.1 Grant of Mortgage.** For valuable consideration, and Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the Property legally described on the attached Exhibit A, together with all Improvements; all easements, rights of way, and appurtenances; all water, water rights; and all other rights, royalties, and profits relating to the Property.

(a) **Mortgage.** Subject to the terms and conditions hereof, Lender shall loan the Loan Amount to Borrower to purchase the Property. Borrower shall make monthly payments of principal and interest from the date hereof until the Maturity Date at the Base Rate as stated in the Promissory Note, the terms and conditions of such Note are incorporated herein by reference.

(b) **Maturity Date.** Subject to the occurrence of an Event of Default, the Mortgage shall mature upon demand of the Lender.

(c) **Default Interest.** Notwithstanding the above provisions, if an Event of Default exists, all outstanding amounts of principal and, to the extent permitted by law, all overdue interest, shall bear interest, payable on demand, at the Default Rate.

(d) **Fees and Expenses.** Borrower shall assume and pay upon demand any and all out-of-pocket expenses incurred by Lender in connection with these loan documents including, without limitation, the following: (i) all closing costs, fees, and disbursements and (ii) all fees and expenses of Lender's legal counsel; (iii) all title examination fees, title insurance premiums, appraisal fees, survey costs, and filing and recording fees.

(e) **Application of Payments.** Upon the occurrence of an Event of Default, all monies received by Lender pursuant to this Agreement shall be applied by Lender to any Indebtedness of Borrower (and in whatever order), as Lender shall determine, and the Borrower does hereby irrevocably agree that the Lender shall have the continuing exclusive right to apply and reapply any and all payments received at any time or times hereafter against the Borrower's Indebtedness in such manner as the Lender may deem advisable.

**1.2 Leases and Rents.** Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all rents from the Property. Lender agrees that Grantor shall collect and have the benefit of the rents until and unless there shall be an Event of

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Default. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and rents.

**1.3 SCOPE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS IN SECTION 1.2 AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY AND RENTS, IS GIVEN TO SECURE: (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ALL OBLIGATIONS UNDER THIS MORTGAGE AND THE NOTE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE TERMS SET FORTH HEREIN.**

## SECTION 2: GRANTOR'S AGREEMENTS AND AFFIRMATIVE COVENANTS

**2.1 Payment and Performance.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender as provided in Section 1.1.

**2.2 Possession and Maintenance of the Property.** Grantor agrees that the following provisions shall govern Grantor's possession and use of the Property:

(a) **Possession and Use.** Until the occurrence of an Event of Default, Grantor shall have a non-exclusive right to access the Property and may collect and use any rents from the Property.

(b) **Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

(c) **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act.

**2.3 Taxes and Liens.** Grantor agrees to comply with the following provisions regarding taxes and liens:

(a) **Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay, and cause any lessee to pay (as appropriate), when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens, except for the lien of taxes and assessments not due.

(b) **Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments.

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## 2.4 Property Damage Insurance and Proceeds.

(a) **Payment.** Grantor shall pay when due (and in all events prior to delinquency) all insurance premiums required in this Mortgage.

(b) **Coverage.** Grantor shall maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to the Property and operations, in form, amounts, coverages and with insurance companies reasonably acceptable to Lender, but in all cases with respect to casualty insurance, in amounts not less than the full replacement value of the Property. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender. In connection with all policies covering assets in which Lender holds or is offered a Security Interest for the Loan, Borrower will provide Lender with such loss payable or other endorsements as Lender may require.

(c) **Additional Insured.** Lender shall be named as additional insured on all insurance policies required to be maintained by Grantor.

(d) **Distribution of Casualty Insurance.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Property in a manner satisfactory to Lender and in such case Lender shall, upon satisfactory proof of such expenditure and the lien-free completion of such restoration or repair, pay or reimburse Grantor from the proceeds for the reasonable cost of restoration or repair if no Event of Default exists hereunder.

**2.5 Expenditures by Lender.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the Default Rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of an Event of Default. Any such action by Lender shall not be construed as curing the Event of Default so as to bar Lender from any remedy that it otherwise would have had.

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**2.6 Warranty; Defense of Title; Compliance.** Grantor makes the following warranties and agreements regarding title to the Property and compliance with applicable laws:

(a) **Title.** Grantor warrants that: (i) Grantor holds or upon disbursement of the Lender's funds will acquire good and marketable title of record to the Property in fee simple, and (ii) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

(b) **Defense of Title.** Grantor warrants and will forever defend the title to the Property against the lawful claims of all Persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice (and at Grantor's expense), and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**2.7 Condemnation.** If all or any part of the Property, other than a part the loss of which, in Lender's sole reasonable discretion, would not materially and adversely affect the operation of the Property, shall be damaged or taken through condemnation, either temporarily, if in Lender's judgment such taking causes a material, adverse impact on (i) the Property and (ii) Grantor's ability to pay the Indebtedness, or permanently, the entire Indebtedness secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation, awards and other payments or relief therefor and all such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by Grantor to Lender and shall be paid to Lender.

## SECTION 3: GRANTOR'S NEGATIVE COVENANTS

**3.1 Negative Covenants.** Grantor covenants and agrees with Lender, Grantor shall not, without the prior written consent of Lender, or as otherwise provided for herein:

(a) **Transfers and Liens.** Sell, transfer, mortgage, assign, pledge, lease, grant a Security Interest in, or create, suffer or permit any encumbrance of, the Property.

(b) **Change in Ownership.** Allow any change in ownership of Grantor.

(c) **Nuisance, Waste, Removal.** Cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to any portion of the Property, or demolish or remove any Improvements from the Property.

## SECTION 4: SECURITY AGREEMENT

**4.1 Security Agreement.** This Mortgage shall constitute a security agreement to the extent any of the Property constitutes fixtures or other Personal Property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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**4.2 Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the rents and Personal Property. In addition to recording this Mortgage, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest.

**4.3 Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are in Section 7.1(i) of this Mortgage.

## SECTION 5: DUE ON SALE; FULL PERFORMANCE

**5.1 Due on Sale - Consent by Lender.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of the Property interest.

**5.2 Full Performance.** If Grantor pays all the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the rents and the Personal Property.

## SECTION 6: EVENTS OF DEFAULT; REMEDIES

**6.1 Events of Default.** Each of the following (an "Event of Default") shall constitute an Event of Default under this Agreement:

(a) **Default on Indebtedness.** Failure of Grantor to make any payment when due hereunder or under the Note.

(b) **Other Defaults.** Failure of Grantor to comply with or to perform when due any other term, obligation, covenant or condition contained in this Mortgage or the Note.

(c) **Insolvency; Dissolution.** The dissolution or termination of Grantor, insolvency, appointment of a receiver for the Property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, other than an involuntary proceeding which is dismissed, stayed or indemnified against within forty-five (45) days of the commencement of such proceeding.



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(d) **Creditor Proceedings.** Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Property.

**6.2 Rights and Remedies.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law or equity:

(a) **Accelerate Indebtedness.** Lender shall have the right without notice to Grantor to declare the entire Indebtedness immediately due and payable.

(b) **UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) **Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If Lender collects the rents, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Lender may exercise its rights under this subsection either in person, by agent, or through a receiver.

(d) **Mortgagee in Possession or Receiver.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed without the requirement of the posting of any bond, to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount.

(e) **Sale of Property and Judicial Foreclosure.** Lender shall be permitted to: (i) immediately judicially foreclose this Mortgage; or (ii) if allowed under Illinois law at the time of such Event of Default, immediately sell any part of the Property either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Lender to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law.

(f) **Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Mortgage.

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(g) **Other Rights and Remedies.** Lender shall have all other rights and remedies provided in this Mortgage and the Note or available at law or in equity.

**6.3 Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**6.4 Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**6.5 Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare an Event of Default and exercise its remedies under this Mortgage.

**6.6 Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Default Rate under the Note. Expenses covered by this Section include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance. Grantor also will pay any court costs, in addition to all other sums provided by law.

## SECTION 7: MISCELLANEOUS PROVISIONS.

### 7.1 Miscellaneous Provisions.

(a) **Entire Agreement; Amendments.** This Mortgage, together with the Note, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of, or amendment to, this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law.** **This Mortgage and all acts, agreements, certificates, assignments, transfers and transactions hereunder, and all rights of the parties hereto, shall be governed as to validity, enforcement, interpretation, construction, effect and in**

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**all other respects by the internal laws and decisions of the State of Illinois, without regard to conflicts of law principles.**

(c) **Consent to Jurisdiction.** To induce Lender to accept this Mortgage, Grantor irrevocably agrees that, subject to Lender's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN COOK COUNTY, ILLINOIS. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS.**

(d) **Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

(e) **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

(f) **Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any Person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other Persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

(g) **Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest in the Property, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance, extension or any other modification without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

(h) **Agency.** Nothing in this Mortgage shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor. Lender is not an agent or representative of Grantor. This Mortgage does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any contractual duties by Lender to any other Person.

(i) **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any party desires to give or serves upon another any communication with respect to this Mortgage, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in person (by personal delivery, delivery service or

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reputable overnight courier service), or telecopied and confirmed immediately in writing by a copy mailed by First Class mail, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender, at:

March Callero and Caroline Callero  
3458 N. Ashland Avenue, Unit 3N  
Chicago, Illinois 60657

If to Grantor, at:

Marc Callero, Manager  
253 E. Rand Road, LLC  
253 E. Rand Road  
Mount Prospect, Illinois 60056

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which (i) personally delivered (whether in person, by delivery service, or by reputable overnight courier service), (ii) the date of the telecopy transmission (provided the confirmation mailing was sent as provided herein), or (iii) on the date of receipt if sent by First Class mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

(j) Waiver of Homestead Exemption. Grantor 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.

(k) Waiver of Right of Redemption. **NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.**

(l) Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage or the Note unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this

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Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions.

(m) Lender's Discretion. Whenever this Mortgage requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by Lender in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

(n) Waiver of Certain Damages. **GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**253 E. RAND ROAD, LLC**

By:   
**Its Manager**

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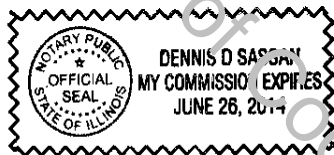
STATE OF ILLINOIS        )  
                                       ) SS.  
 COUNTY OF COOK         )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARC CALLERO, an authorized Member of 253 E RAND ROAD, LLC, an Illinois limited liability company, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of June, 2012.

*Dennis D. Sargan*  
 \_\_\_\_\_  
 Notary Public

(SEAL)



My Commission Expires: June 26, 2014

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## EXHIBIT A

### Legal Description

Lot 4 (except the Easterly 60.0 feet thereof) in Maple Crest Subdivision, being a Subdivision of part of the Northeast 1/4 of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded October 28, 1958 as Document Number 17360466, in Cook County, Illinois.

PIN: 03-34-200-055-0000

Street Address: 25<sup>3</sup> E. Rand Road, Mount Prospect, Illinois 60056

Property of Cook County Clerk's Office