

UNOFFICIAL COPY



Doc#: 1301822054 Fee: \$48.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2013 10:36 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:** 25-03-426-009-0000

Address:

Street: 9421 S. Burnside

Street line 2:

City: Chicago

State: IL

ZIP Code: 60619

Lender: Herget Bank, National Association

Borrower: Greenside Properties, LLC-Crooked Stick Series

Loan / Mortgage Amount: \$460,000.00

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: BD0DC2A8-CEC1-4D0A-946D-411ED3529AAF

Execution date: 11/20/2012

8899515 NA-29 0610
STB 0688

Property of Cook County Clerk's Office

6

UNOFFICIAL COPY

This instrument prepared by:

BAGLEY & MILLER
P.O. Box 669
Pekin, IL 61555-0669

Mail to:

Bagley & Miller
P. O. Box 669
Pekin, IL 61555-0669

FOR RECORDER'S USE ONLY

M O R T G A G E (Corporate)

THIS INDENTURE WITNESSETH: That the undersigned, GREENSIDE PROPERTIES, LLC - CROOKED STICK SERIES, a Limited Liability Company organized and existing under the laws of the State of Illinois, hereafter referred to as the mortgagor, does hereby MORTGAGE AND WARRANT to HERGET BANK, NATIONAL ASSOCIATION, a National Banking Association, with its office in Pekin, Tazewell County, Illinois, hereinafter referred to as mortgagee, the following described real estate, to-wit:

P.I.N. 25-03-426-009-0000

LOT 14 IN BLOCK 5 IN BURNSIDE, A SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(Commonly known as 9421 S. Burnside, Chicago, IL)

situated in Cook County, Illinois, together with all easements, rights and privileges; all rents, issues and profits thereof; all buildings and other improvements now or hereafter placed thereon, expressly including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupancy of said premises, including without limitation, all screens, awnings, blinds, storm windows and doors, window shades, attached floor coverings, garage door openers, shrubbery, plants, stoves, burners, stokers, ranges, refrigerators, garbage disposals, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, water softening, water heating, gas, electric, ventilating, air conditioning and incinerating equipment of every kind, and all built-in or especially designed attachments for use upon said premises, all of which fixtures and articles of personal property are hereby declared to be fixtures and a part of the real estate as between the parties hereto and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage; the mortgagor hereby waives all rights by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in the payment of the indebtedness hereby secured or the breach of any of the covenants or agreements herein contained.

TO SECURE: (1) the payment of a certain promissory note made by GREENSIDE PROPERTIES, LLC, an Illinois Limited Liability Company, JOHN T. SHAW and DAVID A. SPERRY, to the order of the mortgagee, bearing even date herewith, in the principal sum of FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000.00), according to the provisions thereof, with interest as therein provided, and due on or before November 20, 2015; and (2) the performance of the covenants and agreements herein contained.

GT
8899575 NA 88

UNOFFICIAL COPY

-2-

THE MORTGAGOR COVENANTS:

(1) To pay said note and the interest thereon as herein and in said note provided; (2) To pay immediately when due and payable all general taxes, special assessments and other taxes, including but not limited to water and sewer charges, levied or assessed upon said property, or any part thereof, and to promptly deliver receipts therefor to the mortgagee upon demand; (3) To keep the improvements now and hereafter upon said premises insured against damage by fire, windstorm, and such other hazards as the mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure until expiration of the period of redemption, for the full insurable value thereof in such companies and in such form as shall be satisfactory to the mortgagee; such insurance policies shall remain with the mortgagee during said period or periods and shall contain the usual clause making them payable to the mortgagee, and, in case of foreclosure sale, payable to the owner of the certificate of sale, and, in case of loss, the mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under such policies, and to apply the proceeds of any insurance claim upon the indebtedness hereby secured in its discretion, and the mortgagor agrees to assign upon demand all receipts, vouchers, and releases required of them by the insurance companies; (4) Not to commit or suffer any waste of said property, and to maintain the same in good condition and repair; (5) To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; (6) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) Not to diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; (8) To appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder; and to pay all costs, expenses, and attorneys' fees incurred or paid by the mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (9) Not to suffer or permit without the written permission or consent of the mortgagee being first had and obtained (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures, or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property, or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property; and (e) conveyance of said premises while subject to this mortgage whether or not the grantee therein assumes and agrees to pay this mortgage.

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of their failure to perform any of their covenants herein the mortgagee may do on their behalf everything so covenanted; that said mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that they will immediately repay any moneys paid or disbursed by the mortgagee for any of the above purposes, and such moneys, together with interest thereon as provided in said note, shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by them; that it shall not be obligatory upon the mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee may, without notice to the mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the mortgagor hereunder or upon the debt hereby secured.

UNOFFICIAL COPY

-3-

(3) That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the mortgagor at the date hereof, or at a later date.

(4) That time is the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note, or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or if the mortgagor abandon any said property, or convey, sell or transfer any or all of mortgagor's right, title and interest in said premises without the written consent of mortgagee, then and in any of said events, the mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the mortgagor, and said mortgagee may immediately proceed to foreclose this mortgage.

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such complaint is filed may, at any time, either before or after sale, and without notice to the mortgagor, or any party claiming under them, and without regard to the then value of said premises, or the solvency of the mortgagor, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, who may be the mortgagee or its agent, with power to manage and rent and to collect the rents, issues, and profits, of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied, before as well as after the judicial sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not; and upon foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale a reasonable sum for attorneys' fees, and also all expenses of advertising, selling, and conveying said premises, and all moneys advanced for insurance, taxes or other liens or assessments, outlays for documentary evidence, stenographers' charges, all court costs, sheriff's fees, and the cost, either actual or estimated, of procuring or completing an abstract of title or guarantee policy showing the whole title to said premises, and including the foreclosure decree and the certificate of sale, and there shall then be paid the principal indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale and the surplus, if any, shall be paid unto the mortgagor, and it shall not be the duty of the purchaser to see to the application of the purchase money; and in case of payment of said indebtedness, after the filing of any complaint to foreclose this mortgage, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as attorneys' fees, which, together with any sum paid for continuation of abstract, court costs and stenographers' charges and expenses of such proceeding, shall be additional indebtedness hereby secured. In the event of foreclosure and any sale thereunder, any abstract of the mortgaged premises deposited with the mortgagee shall become the property of the mortgagee.

(6) That each right, power, and remedy herein conferred upon the mortgagee is cumulative of every other right or remedy of the mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of the mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the plural number, as used herein, shall include the singular.

Mortgagor further represents, covenants and warrants to mortgagee that: (a) During the period of mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by mortgagee in writing, (i) neither mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be

UNOFFICIAL COPY

-4-

conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Mortgagor authorizes mortgagee and its agents to enter upon the Property to make such inspections and tests as mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by mortgagee shall be for mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of mortgagee to mortgagor or to any other person. The representations and warranties contained herein are based on mortgagor's due diligence in investigating the Property for hazardous waste. Mortgagor hereby (a) releases and waives any future claims against mortgagee for indemnity or contribution in the event mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise. The terms "hazardous waste," "hazardous substance," "disposal," "release" and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state of Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "Hazardous waste" and "Hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

In order to further secure the aforesaid indebtedness evidenced by said note, the mortgagor hereby transfers, sets over, and assigns unto HERGET BANK, NATIONAL ASSOCIATION, the possession of and all the rents, issues, and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of the hereinbefore described premises, or any part thereof, whether heretofore or hereafter made or agreed to either by the mortgagor or by the mortgagee, under the power herein granted, it being the intention to hereby effect an absolute transfer and assignment of all such leases and agreements and the avails thereunder.

And the mortgagor hereby irrevocably appoints HERGET BANK, NATIONAL ASSOCIATION, their attorney in fact, with full power of substitution, for the management of the hereinbefore described premises and it may let and relet said premises, or any part thereof, according to its own discretion and collect and receive all the rents, issues and profits derived therefrom, and it may bring or defend in its own name or in the name of the mortgagor any suits in connection with said premises and make such repairs to said premises as it considers expedient, all its acts and doings in connection therewith as their said attorney being hereby expressly ratified by the mortgagor.

This assignment and power of attorney shall be construed as a covenant running with the land, it shall become operative only in the event of default in the payment of the said note, or in the event of the breach of any of the mortgagor's covenants in the foregoing mortgage contained, and it shall continue in full force and effect until said note shall be fully paid, at which time it shall terminate. All rents, issues and profits collected hereunder shall, at the option of the mortgagee, be applied either in payment of taxes, special assessments, insurance premiums, and operating expenses, or in payment of said note.

In the event of the exercise of this assignment and power of attorney, the mortgagor agrees to pay such reasonable rent as the mortgagee may demand for such portion of said premises as they may occupy and a failure on their part to promptly pay such rent shall constitute a forcible entry and detainer.

UNOFFICIAL COPY

-5-

It is expressly understood and agreed by and between the mortgagor and the mortgagee that all rights and obligations under this mortgage, assignment, and power of attorney shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the mortgagor and the mortgagee.

The mortgagor hereby waives any and all rights of redemption under any order or decree of foreclosure of this mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by one of its Member Managers, this 20th day of November, 2012.

GREENSIDE PROPERTIES, LLC - CROOKED STICK SERIES, an Illinois Limited Liability Company,

By David A. Sperry
David A. Sperry, Member Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that DAVID A. SPERRY, personally known to me to be a Member Manager of GREENSIDE PROPERTIES, LLC - CROOKED STICK SERIES, a Limited Liability Company, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument in writing as Member Manager of said Company, as his free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of November, 2012.

Karla S. Deweese
NOTARY PUBLIC

