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## Illinois Anti-Predatory Lending Database Program



Doc#: 1311556056 Fee: \$78.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/25/2013 11:10 AM Pg: 1 of 21

### Certificate of Exemption

#### Report Mortgage Fraud

800-532-8785

PHS 15122

The property identified as: PIN: 10-10-423-019-0000

#### Address:

Street: 9644 KEELER AVENUE

#### Street line 2:

City: SKOKIE

State: IL

ZIP Code: 60076

Lender: ALSJ, INC

Borrower: CLEAR CHOICE PROPERTIES, LLC

Loan / Mortgage Amount: \$350,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is not owner-occupied.

Certificate number: F26CA321-D750-4B60-9EEA-87BBDEA253F4

Execution date: 04/19/2013

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## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT** (“**Security Instrument**”) is made as of this 19th day of April, 2013, by Clear Choice Properties LLC (“**Borrower**”), having its principal place of business at 5133 N. McVicker, Chicago, IL. 60630 as mortgagor, for the benefit of ALSJ, INC., an Illinois corporation, having an address at 5603 West Beckwith Road, Morton Grove, Illinois 60053, as mortgagee (“**Lender**”).

### WITNESSETH:

**WHEREAS**, this Security Instrument is given to secure a loan (the “**Loan**”) in the principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the “**Note**”), with the full Loan, if not paid earlier, due and payable on April 19, 2014; and

**WHEREAS**, this Security Instrument secures to Lender the payment, fulfillment, and performance by Borrower of its obligations under the Note and all other documents, agreements, certificates and instruments now or hereafter executed and/or delivered in connection with the Loan (together with the Security Instrument and the Note, the “**Loan Documents**”; said indebtedness, interest and all sums due hereunder and under the Note and any other Loan Documents being collectively called the “**Debt**”), and each and every term and provision of the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument.

**NOW THEREFORE**, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

1. **Property Mortgaged.** Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey and grant a security interest to Lender and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the “**Property**”):

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The real property described in Exhibit A attached hereto and made a part hereof (the "Land") commonly known as 9644 N. Keeler, Skokie, IL, 60076.

- a. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Loan; and
- b. All the improvements now or hereafter erected on the property with all easements, beneficial interests, appurtenances, equipment and fixtures, personal property, replacements, additions, condemnation awards, insurance proceeds, tax certiorari, agreements and other rights of Borrower in, now or hereafter a part of the property.

2. **Assignment of Rents.** Borrower hereby, absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment. Lender is hereby granted and assigned by Borrower the right to enter the Property for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums. Upon an Event of Default (as defined below), the license granted to Borrower herein shall automatically be revoked, and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Borrower hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Debt in such priority and proportion as Lender, in its discretion, shall deem proper.

3. **Borrower Representations.** Borrower represents and warrants to Lender that:

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- a. Borrower has good, marketable and insurable fee simple title to the real property comprising part of the Property and good title to the balance of the Property, free and clear of all liens and encumbrances whatsoever except permitted encumbrances of record.
  - b. Borrower will defend the title to the Property against all claims and demands, subject to permitted encumbrances of record.
  - c. This Security Instrument, the Note and the other Loan Documents have been duly authorized, executed and delivered by or on behalf of Borrower and constitute legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law).
  - d. Borrower and the Property and the use thereof comply in all material respects with all applicable legal requirements, including, without limitation, building and zoning ordinances and codes.
  - e. All financial data that have been delivered to Lender in respect of the Property or otherwise in connection with the Loan (i) are true, correct and complete in all material respects and (ii) accurately represent the financial condition of Borrower and the Property, as applicable, as of the date of such reports.
4. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
5. **Funds for Taxes and Insurance.** (A) Subject to applicable law or to a written waiver by Lender, on the day monthly payments are due under the Note, Borrower shall pay Lender, until the Note is paid in full, (i) an amount equal to one-twelfth (1/12) of the property taxes and assessments that Lender estimates will be levied against the Property during the ensuing twelve (12) months ("**Tax Funds**") and (ii) a sum for yearly hazard or property insurance premiums ("**Insurance Funds**"). The taxes and insurance premiums to be paid by the Tax Funds and Insurance Funds (collectively, the "**Funds**") held by Lender pursuant to this Section 5(A) are collectively referred to herein as "**Escrow Items**". Lender may, at any time, collect and hold the Funds in an amount not to exceed the amount a lender for a federally related mortgage loan may require for Borrower's escrow account pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (12 U.S.C. 2601 et seq.) unless another law that applies to the Funds requires a lesser amount. In such instance, Lender may, at any time, collect and hold the Funds in an amount not to exceed the amount of Funds required for future Escrow Items based upon Lender's reasonable estimation of current data and future expenditures or otherwise in accordance with applicable law.

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(B) The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, and Lender shall apply the Funds deposited therein to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless explicitly agreed to by the parties in writing or required by applicable law, Lender shall not Borrower any interest or earnings on the Funds. Lender shall provide Borrower with an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

(C) The Funds are hereby pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case, Borrower shall pay to Lender the amount necessary to make up such deficiency in no more than twelve monthly payments, at Lender's sole discretion.

(D) Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any remaining Funds held by Lender. If, under Sections 18 and/or 19 hereof, Lender shall acquire or sell the Property, Lender shall apply any Funds held by Lender at the time of such acquisition or sale as a credit against the sums secured by this Security Instrument.

6. **Charges; Liens.** (A) Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay these obligations in the manner provided in Section 5 hereof, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

(B) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (ii) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien; or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a written notice identifying the lien, and, within ten (10) days following Borrower's receipt of such notice, Borrower shall thereafter satisfy the lien or take one or more of the actions set forth herein.

7. **Hazard or Property Insurance.** (A) Borrower shall keep the improvements now

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existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

(B) If at any time Lender is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Lender shall have the right, without notice to Borrower, to take such action as Lender deems necessary to protect its interest in the Property, including, without limitation, the obtaining of such insurance coverage as Lender in its sole discretion deems appropriate and all costs and expenses (including any insurance premiums) incurred by Lender in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Borrower to Lender upon demand with interest from the date such costs and expenses were incurred to and including the date the reimbursement payment is received by Lender. All such indebtedness shall be secured by the Security Instrument.

(C) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

(D) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security therein is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not respond to a notice from Lender that the insurance carrier has offered to settle a claim within fifteen (15) days following receipt of such notice, then Lender may, at Lender's sole option, collect and use the insurance proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

(E) Unless Lender and Borrower otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 4 and 5 hereof or change the amount of the payments. If under Sections 18 and/or 19 hereof the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the total amount of all sums secured by this Security Instrument (including, without limitation, the Loan, charges and liens) immediately prior to the acquisition.

8. **Occupancy, Presentation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in

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Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to such merger in writing.

9. **Protection of Lender's Rights in the Property.** (A) If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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 which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and/or entering on the Property to make repairs. Although Lender may take action under this Section 9 Lender does not have to do so.

(B) Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

10. **Inspection.** Borrower shall permit agents, representatives and employees of Lender to inspect the Property or any part thereof at reasonable hours upon reasonable advance notice.

11. **Condemnation.** (A) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

(B) In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

(C) In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the total amount of all sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, (i) the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount

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of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking and (ii) the remaining balance of proceeds shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or applicable law provides otherwise, the full proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

(D) If the Property is abandoned by Borrower or Borrower does not respond to a notice from Lender that the condemner has offered an award or to settle a claim for damages within fifteen (15) days following receipt of such notice, Lender is authorized to collect and apply all such proceeds, at its option, either to (i) restoration or repair of the Property or (ii) the sums secured by this Security Instrument, whether or not then due.

(E) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 4 and 5 hereof or change the amount of such payments.

12. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity that collects monthly payments due under the Note and this Security Instrument (the "**Loan Servicer**"). If there is a change of the Loan Servicer, Borrower will be given written notice of the name and address of the new Loan Servicer and the address to which payments should be made.

13. **Hazardous Substances.** (A) Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are ordinarily and customarily used or stored in similar properties for the purposes of cleaning or other maintenance or operations and otherwise in compliance with all Environmental Laws.

(B) Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

(C) As used in this Security Instrument, (i) "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law including, without limitation, the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials and (ii) "**Environmental Law**" means



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federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

14. **Environmental Indemnification.** (A) Borrower covenants and agrees, at its sole cost and expense, to protect, defend, indemnify, release and hold Lender and its members, agents, employees, successors and assigns (each an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) harmless from and against any and all Losses (as defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any presence of any Hazardous Substances in, on, above, or under the Property; (b) any past, present or threatened release of Hazardous Substances in, on, above, under or from the Property; (c) any activity by Borrower, any person affiliated with Borrower, and any tenant or other user of the Property in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Hazardous Substances at any time located in, under, on or above the Property; (d) any activity by Borrower, any Person affiliated with Borrower, and any tenant or other user of the Property in connection with any actual or proposed remediation of any Hazardous Substances at any time located in, under, on or above the Property, whether or not such remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action; (e) any past, present or threatened non-compliance or violations of any Environmental Law (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon, including but not limited to any failure by Borrower, any Person affiliated with Borrower, and any tenant or other user of the Property to comply with any order of any governmental authority in connection with any Environmental Law; (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Property; (g) any administrative processes or proceedings or judicial proceedings in any way connected with any environmental matter addressed in this Security Instrument; (h) any past, present or threatened injury to, destruction of or loss of natural resources in any way connected with the Property, including but not limited to costs to investigate, assess and restore such injury, destruction or loss; (i) any acts of Borrower, any person affiliated with Borrower, and any tenant or other user of the Property in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Substances at any facility or incineration vessel containing such or similar Hazardous Substances; (j) any acts of Borrower, any person affiliated with Borrower, and any tenant or other user of the Property in accepting any Hazardous Substances for transport to disposal or treatment facilities, incineration vessels or sites from which there is a release, or a threatened release of any Hazardous Substance which causes the incurrence of costs for Remediation; (k) any personal injury, wrongful death, property damage or other damage arising under any statutory or common law or tort law theory, including but not limited to damages assessed for private or public nuisance or for the conducting of an abnormally dangerous activity on or near the Property; and (l) any misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to this Security Instrument; provided, however, that Borrower shall not have any obligation to the Indemnified Parties hereunder to the extent that Borrower’s obligation to indemnify arises solely from the gross negligence, fraud, illegal acts or willful misconduct of the Indemnified Parties.

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(B) As used herein, the term “**Loss**” or “**Losses**” includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including but not limited to strict liabilities), obligations, debts, diminutions in value, fines, penalties, charges, costs of remediation (whether or not performed voluntarily), amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys’ fees, engineers’ fees, environmental consultants’ fees, and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards arising from Hazardous Substances.

15. **Amount Secured.** This Security Instrument secures all present and future loan disbursements made by Lender under the Note and all other sums from time to time owing to Lender by Borrowers under the other Loan Documents, including, without limitation, sums advanced in accordance herewith to protect the security of this Security Instrument. The amount secured hereby shall in no event exceed an amount equal to 300% of the face amount of the Note.

16. **Prohibition on Transfer or Encumbrance of the Property.** Borrower shall not, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, transfer, convey, mortgage, pledge, or assign any interest in, or encumber, alienate, grant a lien (including, without limitation, mechanics’ liens) in or against, or grant or enter into any easement, covenant or other agreement granting rights in or restricting the use or development of, the Property or any part thereof. As used herein, “transfer” shall include, without limitation, (i) an installment sales agreement wherein Borrower agrees to sell the Property or any part thereof for a price to be paid in installments and (ii) an agreement by Borrower leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Borrower’s right, title and interest in and to any Leases or any Rents. Any such transfer or encumbrance of the Property shall be an Event of Default.

17. **Defaults.** Each of the following acts, occurrences or omissions shall constitute an “**Event of Default**” hereunder:

(A) if any payment required to be made to Lender under this Security Instrument, the Note or any other Loan Document is not paid when due;

(B) if Borrower shall default in the performance or observance of any term, covenant, condition or agreement to be performed or observed under this Security Instrument, the Note, any other Loan Document or any other agreement, document or instrument relating to or contemplated by this Security Instrument;

(C) if any of the representations or warranties made by Borrower in this Security Instrument, the Note, or any other Loan Document are false or misleading; or

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(D) if Borrower (i) is subject to any order for relief by the bankruptcy court, or (ii) is unable or admits in writing its inability to pay its debts as they mature or (iii) makes an assignment for the benefit of creditors or (iv) institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or to all or any part of the Property.

18. **Remedies.** (A) *Acceleration; Foreclosure.* Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare the entire balance of the Loan, including all accrued interest, to be immediately due and payable without further demand and may foreclose the lien of this Security Instrument by judicial proceeding or may pursue any other remedies permitted by applicable law or provided herein or in any of the other Loan Documents. If the foreclosure is for less than all of the indebtedness secured hereby, the lien of this Security Instrument shall continue for the balance of the indebtedness and obligations secured hereby. Without limitation of any other provision of this Security Instrument, if Lender shall incur or expend any sums, including without limitation attorneys' fees, whether or not in connection with any action or proceeding, to sustain the lien of this Security Instrument or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any indebtedness secured hereby, all such sums shall become immediately due and payable by Borrowers, with interest thereon. All such sums shall be secured by this Security Instrument and shall be a lien on the Property prior to any right, title, interest, or claim in, to or upon the Property attaching or accruing subsequent to the lien of this Security Instrument. The Lender shall be entitled to collect all fees, costs and expenses incurred in pursuing such remedies, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports. Without limitation of the foregoing, in any suit to foreclose the lien hereof, Lender shall be allowed to include as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Borrowers or any holder or holders of the Note or other indebtedness secured hereby (plus interest thereon) for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Property, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property or for any other reasonable purpose. Subject to applicable law, the amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale.

(B) *Appointment of Receiver.* Upon the occurrence of an Event of Default (or to the extent permitted by applicable law, at any time prior thereto), Lender shall be entitled, without additional notice and without regard to the adequacy of any security for the Loan, whether the Property shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Property, and to collect the Rents, all expenses of which shall be added to the Loan and secured hereby. The receiver shall have all the rights and powers described in

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Section 15-1704 of the Act, including without limitation, the power to execute leases, and the power to collect the rents, sales, proceeds, issues, profits and proceeds of the Property during the pendency of such foreclosure suit, as well as during any further times when Borrower, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorney's fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Security Instrument. Notwithstanding the appointment of any receiver, trustee or other custodian, Lender shall be entitled, to retain possession and control of any cash or other instruments, at the time held by or payable or deliverable under the terms of the Security Instrument to Lender to the fullest extent permitted by law. In addition to any provision herein authorizing Lender to take or be placed in possession of the Property, or for the appointment of a receiver, Lender shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Lender, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

(C) *Right of Entry.* Upon or at any time after an Event of Default, Lender may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents to the payment of the following, in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and all expenses incident to taking and retaining possession of the Property and (b) the Debt (including all costs and attorneys' fees). In addition to the rights which Lender may have herein, upon the occurrence of an Event of Default, Lender, at its option, may either require Borrower to pay monthly in advance to Lender, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Borrower or may require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. For purposes of Sections 2 and 18 hereof, Borrower grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Lender for the proper management and preservation of the Property. The

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exercise by Lender of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under any of the Loan Documents.

(D) *Right to Perform Borrower's Covenants.* Upon or at any time after an Event of Default, if Borrower has failed to keep or perform any covenant whatsoever contained in this Security Instrument or the other Loan Documents, Lender may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant; and any payment made or expense incurred in the performance or attempted performance of any such covenant, together with any sum expended by Lender that is chargeable to Borrower or subject to reimbursement by Borrower under the Loan Documents, shall be and become a part of the Debt, and Borrower promises, upon demand, to pay to Lender, at the place where the Note is payable, all sums so incurred, paid or expended by Lender, with interest from the date when paid, incurred or expended by Lender at the Default Rate (as defined and otherwise specified in the Note).

(E) *Conveyance of Property following Event of Default.* Upon or at any time after an Event of Default, Lender shall have the remedies as provided for in Section 19 hereof.

(F) *Remedies Cumulative.* All rights, remedies, and recourses of Lender granted in the Note, this Security Instrument and the other Loan Documents, any other pledge of collateral, or otherwise available at law or equity: (i) shall be cumulative and concurrent; (ii) may be pursued separately, successively, or concurrently against Borrower, the Property, or any one or more of them, at the sole discretion of Lender; (iii) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; (iv) shall be nonexclusive; (v) shall not be conditioned upon Lender exercising or pursuing any remedy in relation to the Property prior to Lender bringing suit to recover the Debt; and (vi) in the event Lender elects to bring suit on the Debt and obtains a judgment against Borrower prior to exercising any remedies in relation to the Property, all liens and security interests, including the lien of this Security Instrument, shall remain in full force and effect and may be exercised thereafter at Lender's option.

(G) *Election of Remedies.* Lender may release, regardless of consideration, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating, or releasing the lien or security interests evidenced by this Security Instrument or the other Loan Documents or affecting the obligations of Borrower or any other party to pay the Debt. For payment of the Debt, Lender may resort to any collateral securing the payment of the Debt in such order and manner as Lender may elect. No collateral taken by Lender shall in any manner impair or affect the lien or security interests given pursuant to the Loan Documents, and all collateral shall be taken, considered, and held as cumulative.

(H) *Application of Proceeds.* Upon or at any time after an Event of Default, the purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

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19. **Conveyance of Property following Event of Default.** (A) In conjunction with the execution of this Security Instrument and the Note, Borrower will execute and deliver to Lender (i) a Quitclaim Deed with regard to the Property, conveying and quit claiming Borrower's interest in the Property to Lender as a deed in lieu of foreclosure pursuant to 735 ILCS 5/15-1401, (ii) an Estoppel Affidavit and Agreement for Deed In Lieu of Foreclosure and (iii) such other instruments to effectuate such conveyance as Lender may reasonably require. Lender will hold the Quitclaim Deed in escrow subject to the terms hereof. Upon payment of all sums secured by this Security Instrument, Lender shall return the deed and any other documents held by Lender pursuant to this Section 19 to Borrower.

(B) Upon an Event of Default, Lender shall provide Borrower with written notice of such default. If the Event of Default is not cured within thirty (30) days following Borrower's receipt thereof, Lender shall be entitled to record the Quitclaim Deed and take ownership and possession of the Property. Borrower's conveyance and quit claim of the Property to Lender pursuant to the recorded Quitclaim Deed shall be deemed to be in exchange for full satisfaction and the cancellation of all Borrower's debts, obligations, costs and charges existing under this Security Instrument and the Note.

(C) Upon the effective conveyance of title to the Property from Borrower to Lender, Lender shall release and cancel this Security Instrument and cancel the Note provided that there are no liens, encumbrances or mortgages against the Property except (i) the liens and security interests created by this Security Instrument and the Loan Documents, (ii) liens, if any, for general real estate taxes not yet due and payable, (iii) liens, encumbrances and other matters expressly set forth on Lender's title insurance policy issued with respect to the Property or (iv) such other liens or encumbrances previously approved by Lender in writing.

20. **Application of the Foreclosure Law.** If any provision in this Security Instrument or the other Loan Documents shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, et seq., as amended from time to time (the "Act"), the provisions of the Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Act. If any provision of this Security Instrument or the other Loan Documents shall grant to Lender any rights or remedies upon an Event of Default which are more limited than the right that otherwise would be vested in Lender under the Act from time to time in the absence of said provision, Lender shall be vested with the rights in the Act to the fullest extent permitted by applicable law. If any provision of the Act which is specifically referred to herein shall be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

21. **Protective Advances.** All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Security Instrument or by the Act (collectively "**Protective Advances**"), shall have the benefit of

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all applicable provisions of the Act. All Protective Advances shall be so much additional amounts or obligations secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Loan. This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (i) the determination of the amount of obligations secured by this Security Instrument at any time; (ii) the amount found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose; (iii) the determination of the amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act; (v) the application of income in the hands of any receiver or mortgagee in possession; and (vi) the computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

22. **Waivers.** Borrower acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. To the extent permitted by applicable law, Borrower hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law. The foregoing waiver of the right of redemption is made pursuant to Section 5/15-1601(b) of the Act.

23. **Use of Loan Proceeds.** BORROWER COVENANTS AND AGREES THAT ALL OF THE PROCEEDS OF THE NOTE SECURED BY THIS SECURITY INSTRUMENT WILL BE USED SOLELY FOR BUSINESS PURPOSES AND IN FURTHERANCE OF THE REGULAR BUSINESS AFFAIRS OF BORROWER, AND THE ENTIRE PRINCIPAL OBLIGATION SECURED HEREBY CONSTITUTES: (A) A "**BUSINESS LOAN**" AS THAT TERM IS DEFINED IN, AND FOR ALL PURPOSES OF, THE ILLINOIS INTEREST ACT, SECTION 815 ILCS 205/4(1)(C); AND (B) "**A LOAN SECURED BY A MORTGAGE ON REAL ESTATE**" WITHIN THE PURVIEW AND OPERATION OF SECTION 815 ILCS 205/4(1)(1) THEREOF.

24. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs incurred in connection with such release.

25. **Waiver of Homestead.** Borrower hereby waives and renounces all homestead and exemption rights provided by the constitution and the laws of the United States and of any

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state, in and to the Property as against the collection of the Debt, or any portion thereof.

26. **No Liability of Lender or Indemnified Parties.** Neither Lender nor any other Indemnified Party shall be liable for any loss sustained by Borrower resulting from the failure of Lender or any other Indemnified Party to let the Property after an Event of Default or from any other act or omission of Lender or any other Indemnified Party in managing the Property after an Event of Default. Neither Lender nor any other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Borrower shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases.

27. **Notice to Lessees.** Borrower hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Property pursuant to the Leases (the "Lessees"), upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that an Event of Default exists thereunder or under the other Loan Documents, to pay over to Lender all Rents and to continue so to do until otherwise notified by Lender, without further notice or consent of Borrower and regardless of whether Lender has taken possession of the Property, and Lessees may rely upon any written statement delivered by Lender to Lessees without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Borrower to the contrary. Borrower further agrees that it shall have no right to claim against any of Lessees for any such Rents so paid by Lessees to Lender and that Lender shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Lender shall constitute payment to Borrower under the Leases, and Borrower appoints Lender as Borrower's lawful attorney-in-fact for giving, and Lender is hereby empowered to give acquittances to any Lessee for such payment to Lender after an Event of Default. Any Rents held or received by Borrower after a written request from Lender to Lessees for the payment of Rents shall be held or received by Borrower as trustee for the benefit of Lender only.

28. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

29. **Waiver of Defenses – Entry of Judgment.** Borrower hereby waives any and all defenses which it may now have or which may hereafter accrue, and which would avoid, hinder or delay entry of judgment in favor of Lender. Upon an Event of Default, Borrower hereby consents to entry of judgment against itself and, in order to allow for entry of such judgment, hereby authorizes irrevocably any attorney of any Court of record to appear for them in such



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Court, during term time or vacation, at any time after maturity to confess judgment without process against them, in favor of Lender, for such amount as may appear to be unpaid thereon, together with interest, costs of collection, and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. Borrower hereby waives any requirement of said attorney to notify it of any action to be filed or of any judgment that is entered thereon.

30. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Any extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy under the Note or this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy.

31. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever. The representations, warranties, covenants, obligations and liabilities of each individual Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (i) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (ii) is not personally obligated to pay the sums secured by this Security Instrument; and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

32. **Usury; Loan Charges.** Notwithstanding anything to the contrary, (a) all agreements and communications between Borrower and Lender are hereby and shall automatically be limited so that, after taking into account all amounts deemed loan charges or interest, the loan charges or interest contracted for, charged or received by Lender shall never exceed the maximum lawful rate or amount, (b) in calculating whether any loan charges or interest exceeds the lawful maximum, all such loan charges and interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender, and (c) if through any contingency or event, Lender receives or is deemed to receive loan charges or interest in excess of the lawful maximum, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Borrower to Lender, or if there is no such indebtedness, shall immediately be returned to Borrower.

33. **Notices.** All notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "Notice") required, permitted, or desired to be given hereunder shall be in writing (a) sent by telefax (with answer back acknowledged), (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) delivered by hand or (d)

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delivered by reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to such other address as such party may hereafter specify in accordance with the provisions of this paragraph. Any Notice shall be deemed to have been received: (i) if sent by telefax, on the date of sending the telefax if sent during business hours on a business day (otherwise on the next business day), (ii) if sent by registered or certified mail, on the date of delivery or the date of the first attempted delivery, in either case on a business day (otherwise on the next business day), (iii) if delivered by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day), and (iv) if sent by an overnight commercial courier, on the next business day, in each case addressed to the parties as follows:

If to Lender: ALSJ, Inc.  
6603 W. Beckwith Rd.  
Morton Grove, Illinois 60053

with a copy to: Ronald B. Kaplan  
134 N. La Salle, Suite 1710  
Chicago, IL. 60602

If to Borrower: Clear Choice Properties LLC  
5133 N. McVicker  
Chicago, IL. 60630

Borrowers Attorney Scott Z. Berman  
9816 N. Keeler  
Skokie, IL. 60076

34. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. Wherever possible, each provision of this Security Instrument and the Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Instrument or the Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Instrument and the Note. To this end the provisions of this Security Instrument and the Note are declared to be severable.

35. **Trial by Jury.** BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS SECURITY AGREEMENT, THE NOTE OR ANY OF THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY

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PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

36. **Inapplicable Provisions.** If any term, covenant or condition of this Security Instrument is held to be invalid, illegal or unenforceable in any respect, this Security Instrument shall be construed without such provision.

37. **Headings.** The headings and captions of various sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

38. **Survival of Obligations; Survival of Warranties and Representations.** Each and all of the covenants, obligations, representations and warranties of Borrower shall survive the execution and delivery of the Loan Documents and the transfer or assignment of this Security Instrument (including, without limitation, any transfer of the Security Instrument by Lender or any of its rights, title and interest in and to the Property to any party, whether or not affiliated with Lender), and shall also survive the entry of a judgment of foreclosure, sale of the Property by non-judicial foreclosure or deed in lieu of foreclosure and satisfaction of the Debt.

39. **Time.** Time is of the essence in this Security Instrument and the other Loan Documents.

40. **Relationship of Parties.** The relationship of Lender and Borrower is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Loan Documents shall be construed to be other than that of debtor and creditor. Borrower represents and acknowledges that the Loan Documents do not provide for any shared appreciation rights or other equity participation interest.

41. **Amendments and Waivers.** Except as otherwise provided herein, no amendment, modification, termination or waiver of any provision of this Security Instrument, the Note or any other Loan Document, or consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and any other party to be charged. Each amendment, modification, termination or waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No notice or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

42. **Sophisticated Parties; Reasonable Terms.** Borrower represents, warrants and acknowledges that (a) Borrower is a sophisticated real estate investor, familiar with transactions of this kind, and (b) Borrower has entered into this Security Instrument and the other Loan Documents after conducting its own assessment of the alternatives available to it in the market, and after lengthy negotiations in which it has been represented by legal counsel of its choice. Borrower also acknowledges and agrees that the rights of Lender under this Security Instrument and the other Loan Documents are reasonable and appropriate, taking into consideration all of the facts and circumstances including without limitation the quantity of the loan secured by this Security Instrument, the nature of the Property, and the risks incurred by Lender in this transaction.

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43. **No Duty.** All loan servicers, attorneys, accountants, appraisers, and other professionals and consultants retained by Lender or any such loan servicers shall have the right to act exclusively in the interest of Lender and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to Borrower, any guarantor of the Debt ("**Guarantor**") or any party which is directly or indirectly controlling, controlled by or under common control with Borrower or Guarantor.

44. **IN WITNESS WHEREOF**, this Security Instrument has been executed by Borrower as of the day and year first above written.

**BORROWER:**

Clear Choice Properties LLC

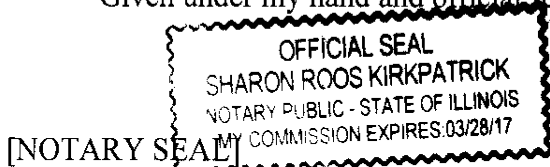
By: *Anas Askar*  
Anas Askar, Member

**ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF COOK            )

I, *Sharon Roos Kirkpatrick*, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Anas Askar appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument in his/her capacity as such president as his/her voluntary act and deed and as the free and voluntary act and deed, for the uses and purposes herein set forth.

Given under my hand and official seal the 19<sup>th</sup> day of April, 2013



*Sharon Roos Kirkpatrick*  
Notary Public

My Commission expires: \_\_\_\_\_

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## EXHIBIT A

Commitment Number: 15122

LOTS 235 AND 236, TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING SAID LOTS, IN KRENN AND DATO'S SECOND NILES-EVANSTON ADDITION, BEING A SUBDIVISION OF THAT PART LYING SOUTHEASTERLY OF NILES CENTER ROAD OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-10-423-019,020  
9644 KEELER AVENUE SKOKIE IL

Property of Cook County Clerk's Office

PRIMARY TITLE SERVICES, LLC  
8833 GROSS POINT ROAD #205 - SKOKIE, IL 60077-1859  
(P) 847-677-8833 (F) 847-673-8833  
A Policy Issuing Agent for  
FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment  
Exhibit A

(15122.PFD/15122/18)