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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

**Report Mortgage Fraud
800-532-3785**



Doc#: 1326933084 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/26/2013 11:28 AM Pg: 1 of 9

The property identified as:

PIN: 04-33-311-007

Address:

Street: 3405 HENLEY ST.

Street line 2:

City: GLENVIEW

State: IL

ZIP Code: 60025

Lender: RIDGESTONE BANK

Borrower: MOHAMMED IMRAN KHAN

Loan / Mortgage Amount: \$2,600,000.00

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.

CTI Acom 8923692 per 2/3/13

Certificate number: 0FE520F1-EC2D-4F83-B00C-00D85DCA21B8

Execution date: 09/19/2013

BOX 333-CP

S ☒
P ☒
S ☒
SC ☒
INT ☒

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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Aaron B. Zarkowsky
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606

Permanent Tax Index Number:

04-33-311-007-0000

Property Address
3405 HENLEY ST.
GLENVIEW IL 60025

This space reserved for Recorder's use only.

JUNIOR MORTGAGE

THIS INDENTURE, made as of Sept 19, 2013 by MOHAMMED IMRAN KHAN ("Mortgagor") to RIDGESTONE BANK ("Mortgagee").

WITNESSETH:

WHEREAS, TJMJ, INC., an Illinois corporation, NAHK PROPERTIES, LLC, an Illinois limited liability company, and Northshore Auto Detail, LLC, an Illinois limited liability company d/b/a WAX ON WAX OFF AUTO DETAIL (collectively, the "Borrower") executed a US Small Business Administration Note payable to Mortgagee, in the principal sum of \$2,600,000.00 (together, herein referred to along with all extensions, modifications, and renewals thereof as the "Note").

WHEREAS, the Mortgagor has executed an Unconditional Guarantee in favor of Mortgagee guaranteeing the performance of Borrower under the Note.

NOW, THEREFORE, Mortgagor to secure the payment of the Note made on the effective date of this Mortgage, with interest as set forth in the Note, all sums expended or advanced by Mortgagee pursuant to any provision of the Note, this Mortgage, the Loan Agreement of even date herewith by and between the Borrower and Mortgagee (the "Loan Agreement") or any other document that secures repayment of the Note (the "Other Agreements") and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See Attached Exhibit "A"

TOGETHER with all improvements thereon situated and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and all rents, issues, proceeds, income, revenue and profits

CTI Accm 8923672 RM 2013 LRP

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accruing and to accrue from said premises, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

TO HAVE AND TO HOLD the above described premises with the appurtenances, and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever (collectively, the "Premises"), for the purposes herein set forth and for the security rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien either not expressly subordinated to the lien thereof or which are permitted by Mortgagee; and (3) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

2. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the Premises.

3. The Premises are and shall remain free and clear of all liens and encumbrances except the lien in favor of Mortgagee and the liens and encumbrances described on Exhibit "B", which is attached hereto and made a part hereof (the "Permitted Encumbrances").

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All such policies shall contain a non-contributory standard mortgagee's endorsement in favor of Mortgagee.

5. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under Paragraph 5 hereof, a renewal thereof, substitution therefor or certificate of insurance satisfactory to Mortgagee, shall be delivered to Mortgagee with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

6. If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenants, condition or term in this Mortgage, the Note or the Other Agreements to which it is a party, Mortgagee may, but shall not be obligated to pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Mortgagee in connection therewith shall be due and payable within five (5) days after demand.

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The amounts so incurred or paid by Mortgagee, together with interest thereon at the interest rate set forth in the Promissory Note from the date paid by Mortgagee until reimbursed, shall be secured by the lien of this Mortgage and all other assets securing payment of the Note.

7. At the option of Mortgagee, and after notice to Mortgagor, the Note shall become due and payable if any of the following Events of Default shall occur: (a) an Event of Default under the terms of the Note, the Loan Agreement, or any of the Other Agreements; (b) Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) Mortgagor breaches any of the covenants made in this Mortgage; or (d) an event of default occurs with respect to any of the Permitted Encumbrances.

8. When the Note shall become due whether by acceleration or otherwise, Mortgage shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including, but not limited to attorneys' fees, appraiser's fees, broker's commissions, environmental audit costs, advertising expenses, outlays for documentary and expert evidence, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, and similar data and assurance with respect to title as Mortgagee 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 the value of the Premises.

9. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest, remaining unpaid on the Note; and third, any overplus to Mortgagor, their successors or assigns, as their rights may appear.

10. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provisions of this Mortgage, the Note, the Loan Agreement, or any of the Other Agreements conflict with said law, such conflict shall not affect any other provision of the Mortgage, the Note or any of the Other Agreements which can be given effect without reference to the conflict. In this regard, the provisions of this Mortgage, the Note and the Other Agreements shall be deemed severable.

11. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed served, given and received when personally serviced or mailed to: (a) Mortgagor at the real estate commonly known as 3405 HENLEY ST., GLENVIEW IL 60025, and (b) Mortgagee at 13925 W. North Avenue, Brookfield, Wisconsin 53005.

12. MORTGAGOR AND MORTGAGEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE

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INDEBTEDNESS, OR THE PREMISES, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH MORTGAGEE AND MORTGAGOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE IN GRANTING ANY FINANCIAL ACCOMMODATION TO MORTGAGOR.

13. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(b) Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantors may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Signature page follows

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IN WITNESS WHEREOF, Mortgagor has executed this Junior Mortgage.

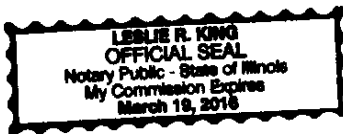


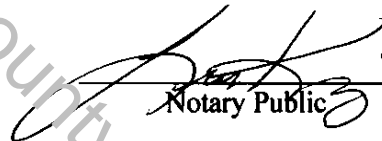
 MOHAMMED IMRAN KHAN

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
 HEREBY CERTIFY, that MOHAMMED IMRAN KHAN and personally known to me to be the
 same person whose name is subscribed to the foregoing instrument, appeared before me this day
 in person and acknowledged he signed and delivered the said instrument as his own free and
 voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 19th day of Sept, 2013.



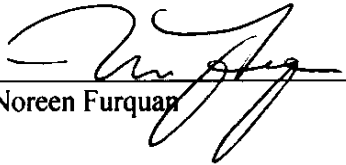


 Notary Public

Commission expires: March 19, 2016

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The undersigned hereby releases and waives any and all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

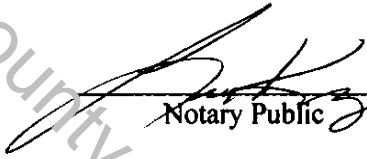

Noreen Furquan

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Noreen Furquan and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 11th day of Sept., 2013.




Notary Public

Commission expires: March 19, 2016

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 456 IN ARTHUR T. MCINTOSH AND COMPANY'S THIRD ADDITION TO GLENVIEW COUNTRYSIDE SUBDIVISION OF LOT 5 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1948 AS DOCUMENT NUMBER 13199757 IN COOK COUNTY, ILLINOIS.

04 33 311 007 0000

3405 HENLEY ST., GLENVIEW IL 60025

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Real estate taxes not yet due and payable.
2. \$417,000.00 Mortgage in favor of Bank of America.
3. \$200,000.00 Mortgage in favor of Suburban Bank & Trust.
4. \$350,000 Mortgage in favor of Suburban Bank & Trust.

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