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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1327616063

Doc#: 1327616063 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/03/2013 02:22 PM Pg: 1 of 8

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 25-05-329-017-0000

Address:

Street: 9404 S. THROOP ST.

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60620

Lender: MATHEW RYAN BEEVERS

Borrower: BRICK AND MORTAR HOLDINGS, LLC AND KINDYBANK MANAGEMENT, INC.

Loan / Mortgage Amount: \$138,500.00

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.

Attorneys' Title Guaranty Fund, Inc.
131 Wacker Dr., STE 2400
Chicago, IL 60606-4050
Admin. Search Department

Certificate number: F610AE88-2B01-4181-9084-59FF0AF78F5B

Execution date: 02/15/2013

130332601278

2/2

Property of Cook County Clerk's Office

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MORTGAGE

THIS MORTGAGE (herein "Instrument"), is made Feb. 15, 2013, between the Mortgagor/Grantor,

Brick and Mortar Holdings, LLC, Reno, Nevada and Kindybalyk Management, Inc, Chicago, IL, (herein "Borrowers"), the

Mortgagee, Mathew Ryan Beevers, whose address is 403 Manor Dr., Pacifica, CA 94044 (herein Lender").

Whereas, Borrowers is indebted to Lender in the principal sum of **one hundred thirty eight and five hundred dollars (\$138,500)**, which indebtedness is evidenced by Borrowers' note of even date (herein "Note"), providing for the payment of principal and interest, if not paid earlier, due and payable on **September 7, 2013**.

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Borrowers pursuant to paragraph 22 hereof (herein "Future Advances"), hereof; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; and (d) the performance of the covenants and agreements of Borrowers herein contained, Borrowers does hereby mortgage grant, convey and assign to Lender the property located in **Chicago, IL** and described more fully on **Exhibit A**

Which has the address of 9404 S Throop St, Chicago, IL 60620

TOGETHER with all buildings, improvements, appurtenances and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, and rents thereof herein referred to as the "Property".

Borrowers covenants that Borrowers is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property that the property is unencumbered other than a first mortgage and that Borrowers will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrowers and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrowers shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Instrument. In the event the agreed payment is less than the interest due, then the excess unpaid interest shall be added to the principal.

2. **FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES.** Lender shall not escrow for taxes or insurance. Borrowers shall pay these costs directly themselves. In the event Borrowers fails to pay the annual property taxes within 3 months after they are due, the mortgage shall be in default. Lender shall give 30 days notice to Borrowers to cure this default and may then, at Lender's option, (i) foreclose the mortgage and/or (ii) pay the taxes themselves, the amount of these taxes being added to the principal outstanding of the loan and drawing interest at the same rate as the remainder of the loan.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from Borrowers under the Note or this instrument shall be applied by Lender in the following order of priority: (i) amounts payable to Lender by Borrowers under paragraph 2 hereof; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest payable on advances made pursuant to paragraph 8 hereof; (v) principal of advances made pursuant to paragraph 8 hereof; (vi) interest payable on any Future Advance, provided that if more

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than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vii) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (viii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 8 hereof prior to interest on and principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; LIENS. Borrowers shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrowers shall not allow any lien inferior to this Instrument to be perfected against the Property.

5. HAZARD INSURANCE. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrowers shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrowers shall deliver to Lender a renewal policy in form satisfactory to Lender. In the event of loss, Borrowers shall give immediate written notice to the insurance carrier and to Lender. Borrowers hereby authorizes and empowers Lender as attorney-in-fact for Borrowers to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct there from Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder. Borrowers further authorizes Lender to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof accounting to the mortgagor for any surplus. In the event the mortgagor does not renew the insurance policy then mortgagee may obtain loss payee insurance coverage only, which cost shall be payable by the mortgagor. Failure to reimburse the mortgagee for the cost of this policy within 30 calendar days after being mailed a bill for it shall constitute default under the mortgage.

If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to Paragraph 19 hereof or if Lender acquires title to the property, Lender shall have all of the right, title and interest of Borrowers in and to such insurance policies and unearned premiums thereon and to the proceeds resulting from any damage to the Property prior to such sale and acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY Borrowers (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Lender.

7. USE OF PROPERTY. Property may be used only for purposes permitted by law.

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8. **PROTECTION OF LENDER'S SECURITY.** If Borrowers fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof and may also (iv) declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrowers, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon at the rate stated in the Note, shall become additional indebtedness of Borrowers secured by this Instrument.

9. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property.

10. **CONDEMNATION.** Borrowers shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrowers shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrowers authorizes Lender, at Lender's option, as attorney-in-fact for Borrowers, to commence, appear in and prosecute, in Lender's or Borrowers' name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrowers authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrowers. Unless Borrowers and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrowers agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as lender may require.

11. **BORROWERS AND LIEN NOT RELEASED.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrowers, Borrowers' successors or assigns or of any junior lien holder or guarantors, without liability on Lender's part and notwithstanding Borrowers' breach of any covenant or agreement of Borrowers in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefore, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrowers to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable there under. Any actions taken by Lender pursuant to the terms of this paragraph 11 shall not affect the obligation of Borrowers or Borrowers' successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrowers contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrowers shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrowers' request.

12. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument.

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13. **REMEDIES CUMULATIVE.** Each remedy provided in this instrument is distinct and cumulative to all other rights or remedies under this Instrument, or afforded by law or equity and may be exercised concurrently, independently, or successively, in any order whatsoever.

14. **ACCELERATION IN CASE OF BORROWERS'S INSOLVENCY.** If Borrowers shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrowers shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrowers, or if Borrowers shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrowers or Borrowers' property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrowers shall make an assignment for the benefit of Borrowers' creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrowers' assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrowers, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrowers' bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrowers secured by this Instrument pursuant to paragraph 8 hereof.

15. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS; ASSUMPTION.** On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Borrowers (if Borrowers is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 19 of this Instrument.

16. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrowers provided for in this Instrument or in the Note shall be given by mailing such notice by first class mail addressed to Borrowers at Borrowers' address stated below or at such other address as Borrowers may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrowers as provided herein. Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrowers or Lender when given in the manner designated herein.

17. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrowers, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrowers shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

18. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable.

19. **ACCELERATION; REMEDIES.** Upon Borrowers' breach of any covenant or agreement of Borrowers in this instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports.

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20. RELEASE. Upon payment of all sums secured by this Instrument, Lender shall release this Instrument. Borrowers shall pay Lender's reasonable costs incurred in releasing this Instrument.

21. ATTORNEY'S FEES. As used in this instrument and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

22. RIDERS TO THIS INSTRUMENT. If one or more riders are executed by Borrowers and recorded together with this Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if rider(s) were a part of this Instrument..

In Witness Whereof, Borrowers has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

Signed, sealed and delivered in the presence of: Wells Fargo, Alison Baker

Borrowers:

Bricks and Mortar Holdings, LLC

Steve Beevers

Steve Beevers, Managing Member of Bricks and Mortar Holdings, LLC

STATE OF NEVADA

COUNTY OF Washoe ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared

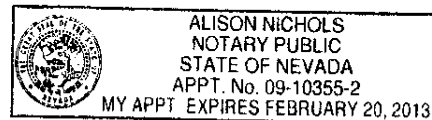
STEVE BEEVERS to me known to be the person(s) described in who identified himself to be the persons described by means of Nevada Drivers License and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose expressed as Managing Partner for Bricks and Mortar Holdings, LLC.

Witness my hand and official seal in the county and state aforesaid this 15th day of February, 2013.

(Seal) Alison Nichols

Notary Public

My Commission Expires 02/20/13



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Kindybalyk Management, Inc



Scott Kindybalyk, President

STATE OF ILLINOIS

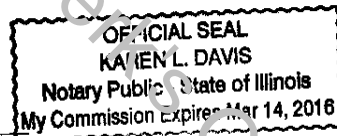
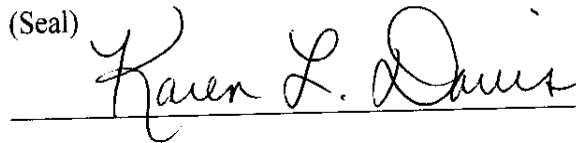
COUNTY OF Cook ss:

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared

SCOTT KINDYBALYK to me known to be the person(s) described in who identified himself to be the persons described by means of Driver's license and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose expressed as President Kindybalyk Management, Inc.

Witness my hand and official seal in the county and state aforesaid this 15th day of February, 2013.

(Seal)



Notary Public

My Commission Expires 3-14-2016

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ALTA COMMITMENT 2006

File No. 1232207
Associated File No:

EXHIBIT A

Lot 41 in Wm. J. Wightman's Resubdivision of Lots 1 to 18, both inclusive, in Block 40, Lots 12 to 28, both inclusive, in Block 27, the North half of Lot 30 and all of Lots 31 to 46, both inclusive, in Block 39 in Isaac Crosbys Subdivision of that part of the South half of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of right of way of Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Permanent Index No. 25-05-329-017-0000

Prop: 9404 S. Throop St.
Chicago, IL 60620

AFTER RECORDING RETURN TO
Stephen W. Taylor, Attorney
DeBruyn, Taylor and DeBruyn, Ltd.
15252 S. Harlem Avenue
Orland Park, IL 60462

PREPARED BY:
Mathew Ryan Beevers
403 Manor Dr.
Pacifica, CA 94044