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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

ncs - 596860  
S OF 8

Report Mortgage Fraud  
800-532-8785



Doc#: 1413344007 Fee: \$60.00  
RHSP Fee: \$9.00 RPRIF Fee: \$1.00  
Karen A. Yaibrough  
Cook County Recorder of Deeds  
Date: 05/13/2014 09:49 AM Pg: 1 of 12

The property identified as: **PIN:** 03-08-251-051

**Address:**

**Street:** 4803 Cedarledge Court

**Street line 2:**

**City:** Carpentersville

**State:** IL

**ZIP Code:** 60110

**Lender:** CornerstoneBank

**Borrower:** Lewis S. Lee and Shari Lee, a married couple

**Loan / Mortgage Amount:** \$2,365,000.00

This property is located within the program area and is exempt from the requirements of 765 ILC § 77/70 et seq. because it is commercial property.

**Certificate number:** EF74BFC2-B432-4BF0-8A4F-2EA7F9F1B023

**Execution date:** 04/30/2014

12

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After recording please return to:  
James M. Ottley, Esq.  
Cohn, Fyvolent & Shaver, LLC  
2100 Riveredge Parkway NW, Suite 1230  
Atlanta, Georgia 30328-4695

This instrument was prepared by:  
James M. Ottley, Esq.  
Cohn, Fyvolent & Shaver, LLC  
2100 Riveredge Parkway NW, Suite 1230  
Atlanta, Georgia 30328-4695  
File #JMO-243

## MORTGAGE (Participation)

THIS MORTGAGE, made and entered into this 30<sup>th</sup> day of April, 2014, by and between

**Lewis S. Lee and Shari Lee, a married couple**

(hereinafter referred to as mortgagor) and

**Cornerstone Bank**

(hereinafter referred to as mortgagee), who maintains an office and place of business at 2060 Mount Paran Road, NW, Suite 100, Atlanta, Georgia 30327.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

Property legally described on attached Exhibit A which exhibit is incorporated herein by this reference.

This is not homestead property.

Commonly known as 4803 Cedarledge Court, Carpentersville, Illinois 60110-3435

Tax Number: 03-08-251-051

596860

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Together with and including all buildings, all fixtures including, but not limited to, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of those certain U.S. Small Business Administration Unconditional Guaranties (collectively, "Guaranty") dated of even date herewith, given to Lender to guaranty the obligations of LK Development, LLC and Indiana Discount Mall Inc. under that certain Promissory Note dated of even date herewith in the principal sum of \$2,365,000.00 signed by Lewis Lee on behalf of LK Development, LLC and Indiana Discount Mall Inc. (hereinafter referred to as the "Note").

Said Note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with Section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.R.F. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

*a.* He will promptly pay the indebtedness evidenced by said Guaranty and promissory note at the times and in the manner therein provided.

*b.* He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

*c.* He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

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*d.* For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form reasonably satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

*e.* The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

*f.* He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. If required by mortgagee and subject to the Prior Encumbrances as hereinafter defined, all insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

*g.* He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

*h.* Excepting the Prior Encumbrances, he will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or

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materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

*i.* Except for single-family residential use pursuant to written leases, he will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

*j.* Subject to the Prior Encumbrances, all awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

*k.* The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the Guaranty secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Guaranty secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry, sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) At judicial sale pursuant to the provisions of 28 U.S.C. § 2001(a); or

(II) At the option of the mortgagee and to the extent that such remedy is available under applicable law, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four (4) weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four (4) weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for

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and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the same mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) Take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or, subject to applicable law, any persons in possession under the mortgagor as a tenant of the property shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby, and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a public foreclosure sale or, to the extent permitted under applicable law, pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. Unless otherwise paid in full by LK Development, LLC and Indiana Discount Mall Inc., if the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number

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shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Guaranty secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3585 Commercial Drive, Indianapolis, Indiana 46222-1679, with a copy to Robert S. Daniels, Esq., DeFur Voran, LLP, 8409 Fishers Centre Drive, Fishers, Indiana 46038 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 125 Clairemont Avenue, Suite 100, Decatur, GA 30030.

11. No conveyance of said property, or any part thereof, shall be made by mortgagor without the written consent of mortgagee. Should the property covered by this mortgage be conveyed by the mortgagor, its successors or assigns to any third party without the written consent of the mortgagee, then at the option of the mortgagee, mortgagee shall have the right to declare a default under the loan secured by the Guaranty and the whole sum of the indebtedness payable under the Guaranty secured hereby shall become immediately due and payable.

12. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

13. NOTWITHSTANDING ANY OF THE PROVISIONS OF THE CONTRARY CONTAINED IN THIS MORTGAGE, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF MORTGAGOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY:

14. 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) Lender 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 Guarantor may claim or

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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.

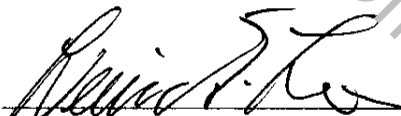
Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.


15. The terms and provision of this mortgage are subject and subordinate to the terms and provisions of the following mortgages (the "Prior Encumbrances"):

- a. Mortgage dated March 4, 2003 and recorded March 21, 2003 as document 2003K046847, made by Lewis S. Lee and Shari Lee, to ABN Amro Mortgage Group, Inc., to secure an indebtedness in the amount of \$235,000.00, and the terms and conditions thereof.
- b. Balloon Loan Modification recorded May 27, 2010 as Document 2010K034144.
- c. Mortgage dated May 30, 2003 and recorded June 11, 2003 as document 2003K096257, made by Shari Lee and Lewis S. Lee, to Wells Fargo Bank, National Association, to secure an indebtedness in the amount of \$60,000.00, and the terms and conditions thereof.
- d. Mortgage dated March 11, 2005 and recorded April 13, 2005 as document 2005K041071, made by Lewis S. Lee and Shari Lee, to National City Bank, to secure an indebtedness in the amount of \$123,500.00, and the terms and conditions thereof.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Executed and delivered in the presence of the **MORTGAGOR:**  
following witnesses:

\_\_\_\_\_  (SEAL)  
Lewis S. Lee

\_\_\_\_\_  (SEAL)  
Shari Lee

**ACKNOWLEDGMENTS ON FOLLOWING PAGE**



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## ACKNOWLEDGMENT

STATE OF Indiana  
COUNTY OF Marion

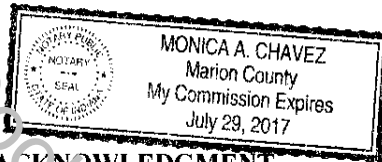
Before me the undersigned authority, on this day personally appeared Lewis S. Lee, a married man, known to me (or proved to me through an identity card or other satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same instrument for the purposes and consideration therein expressed, as his free act and deed.

Given under my hand and seal this 29<sup>th</sup> of April, 2014.

My Commission Expires: \_\_\_\_\_

Monica A. Chavez  
Notary Public

(Notary Seal)



## ACKNOWLEDGMENT

STATE OF IL  
COUNTY OF Cook

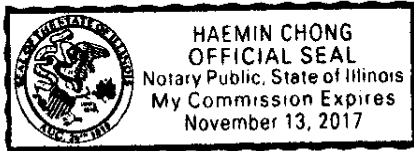
Before me the undersigned authority, on this day personally appeared Shari Lee, a married woman, known to me (or proved to me through an identity card or other satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same instrument for the purposes and consideration therein expressed, as her free act and deed.

Given under my hand and seal this 28 of April, 2014.

My Commission Expires: 11/13/2017

[Signature]  
Notary Public

(Notary Seal)



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## EXHIBIT "A"

LOT 479 IN KIMBALL FARMS UNIT 8, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

This is investment property and does not constitute homestead in the mortgagor.

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## RIDER TO MORTGAGE

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

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

TAX PIN: 03-08-251-051

ALSO KNOWN AS: 4803 Cedarledge Court, Carpentersville, Illinois 60110-3435

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## MORTGAGE

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LEWIS LEE AND SHARI LEE

TO

CORNERSTONEBANK

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## RECORDING DATA

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## PREPARED BY & RETURN TO:

James M. Ottley, Esq.  
Cohn, Fyvolent & Shaver, LLC  
2100 Riveredge Parkway NW, Suite 1230  
Atlanta, Georgia 30328-4695

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Property of Cook County Clerk's Office