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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1418442107 Fee: \$84.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2014 11:22 AM Pg: 1 of 24

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 04-09-411-024-0000**

Address:

Street: 2112 MAPLE AVENUE

Street line 2:

City: NORTHBROOK

State: IL

ZIP Code: 60062

Lender: KUSUM MEHTA

Borrower: SONA YOUNG AND ADAM YOUNG

Loan / Mortgage Amount: \$119,000.00

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.

S Y
P 24
S N
SC V
INT AB

Certificate number: B9087CB4-4E9D-48F1-B32E-46742E8383C8

Execution date: 06/23/2014

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AFTER RECORDING RETURN

TO:

Address of Property:
2112 Maple Avenue
Northbrook, Illinois 60062

PINs: See attached Exhibit "A"

Return to:
PROPER TITLE, LLC
100 Skokie Blvd Ste. 380
Northbrook, IL 60062

PS 14-01157

JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE AND SECURITY AGREEMENT, dated as of June 19, 2014 (this "Mortgage" by Sona Young and Adam Young, a married couple (the "Mortgagor") to and for the benefit of Kusum Mehta ("Mortgagee"), witnesseth:

WHEREAS, Mortgagee has agreed to make a loan in an amount not to exceed \$119,000.00 loan (the "Loan") to the Mortgagor. The Loan shall be evidenced by (i) that certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") executed by the Mortgagor in the principal amount of \$119,000.00 and due on June 18, 2044 (the "Maturity Date") except as may be accelerated pursuant to the terms of the Note. Any capitalized terms which are not defined herein shall have the definitions ascribed to such terms in the Note.

WHEREAS, a condition precedent to Mortgagee making the Loan is the execution and delivery by Mortgagor of this Mortgage.

NOW THEREFORE, in order to secure the payment of the Indebtedness (as defined herein), and all extensions, modifications, and renewals thereof, including any future advances which shall have the same priority as any advances made on the date hereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Mortgagor does by these presents mortgage, convey and warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois, to wit:

See attached Exhibit "A"

which, with the property hereinafter described, is referred to herein as the "Premises", and is owned by Mortgagor.

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TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the estates and real property described in Exhibit A, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all and singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

TOGETHER with all rents, issues, proceeds, income, royalties, revenue, profits, "accounts," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined) accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time (the "Code"), this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said goods and other property as collateral in Mortgagee as secured party and Mortgagor as debtor, all in accordance with the Code for the purpose of securing the said Indebtedness, for the benefit of Mortgagee; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee; and

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TOGETHER with all of Mortgagor's interest in all present and future leases, lettings and licenses of the land, improvements and personalty including, without limitation, cash or securities deposited thereunder to secure performance by Mortgagor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personalty, and in and to present and future remainders, rents, issues and profits thereof; and

TOGETHER with all of Mortgagor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Mortgagor's interests in "general intangibles", including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all "choses in action" and causes of action relating to the Premises;

TOGETHER with all of Mortgagor's accounts now owned or hereafter created or acquired as they relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER with all of Mortgagor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personalty made or acquired by Mortgagor after the date hereof; and all licenses, permits and other like

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rights or interests now or hereafter held or acquired by Mortgagor and necessary or useful for the operation of the Premises.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Code, this instrument shall constitute a Security Agreement, and Mortgagor authorizes Mortgagee to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Code. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Premises and is to be filed for record in the Office of the County Recorder where the Premises (including said fixtures) is situated.

The property hereinabove mentioned is hereinafter referred to as the "Real Property" to the extent that the same is realty, and as the "Collateral" to the extent that the same is personalty. The Real Property and the Collateral are collectively referred to herein as the "Premises", except where Real Property and Collateral are specifically referred to.

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, for the purposes herein set forth and for the security of the said Indebtedness herein described, and interest thereon and free from all 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.

The Mortgagor covenants with the Mortgagee, that (i) the Mortgagor is the absolute owner in fee simple of the Premises and is well seized of the Premises and has a good and indefeasible estate in fee simple in the real property described in Exhibit A and has good right to bargain, sell and convey the same in manner and form as above written; (ii) the Mortgagor shall forever warrant and defend the Premises with the appurtenances thereunto belonging to the said Mortgagee, its successors and assigns, forever against all lawful claims, and demands whatsoever; (iii) the Premises are free and clear of all liens and encumbrances except those liens and encumbrances in favor of Mortgagee and as otherwise accepted by Mortgagee in an ALTA Mortgage Loan Policy of title insurance insuring the lien of this Mortgage as a first mortgage (the "Permitted Encumbrances"); (iv) the Premises and the intended use thereof by Mortgagor comply in all material respects with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, rules and regulations; and (v) the Mortgagor will execute, acknowledge and deliver all necessary assurances unto the Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereafter bound so to do.

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The conditions of this Mortgage are such that whereas the Mortgagor has executed and delivered this Mortgage for the purpose of securing the performance of the covenants and agreements contained herein and in any agreement made with respect to any loan secured hereby, and to secure the payment when due, but not necessarily in the order set forth, of the following:

(a) any and all sums due or owing under the Note;

(b) all sums expended or advanced by Mortgagee pursuant to any term or provision of the Note, this Mortgage, or any other instrument executed in connection with the Indebtedness;

(c) all advances or disbursements of Mortgagee with respect to the Premises for the payment of taxes, levies, assessments, insurance, insurance premiums or costs incurred in the protection of the Premises;

(all of such debts and obligations being collectively referred to herein as the "Indebtedness"), and as security for the payment of the Indebtedness, Mortgagor has granted to Mortgagee hereunder a lien against the Premises. In accordance with the provisions of the Note, the whole of the principal sum thereof then unpaid may be declared and become due and payable upon the occurrence of an Event of Default hereunder or thereunder.

The Mortgagor and its successors and assigns, hereby covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. The Mortgagor will pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to the Mortgagor's right to contest the same, as provided by the terms hereof.

2. INTENTIONALLY LEFT BLANK

3. Mortgagor shall keep the Premises free and clear from all mechanics liens and statutory liens of every kind other than Taxes and permitted assessments which may be a lien but not yet due and payable, and Mortgagor will not voluntarily create or permit to be created or filed against its interest in the Premises or suffer to exist, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage (other than the lien or liens for real estate taxes and assessments not yet due and payable) or if filed, Mortgagor will have the same discharged of record either by payment, a title indemnity, the bonding thereof or other lawful means for discharging any such lien, within sixty (60) days after notice of filing; provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting sufficient security, including a title indemnity satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning

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payment of such contested mechanics' lien or statutory lien upon determination of such contest, or prior thereto if the continuance of such contest or litigation shall put the Premises in jeopardy of foreclosure sale or forfeiture for such lien.

4. Mortgagor covenants and represents that:

(a) Mortgagor is not now in default under any instruments or obligations relating to the Premises and no party has asserted any claim of default against Mortgagor relating to the Premises.

(b) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which they may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(c) To Mortgagor's actual knowledge, there are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or, to Mortgagor's actual knowledge, threatened against or affecting Mortgagor or the Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority and that Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Premises.

5. (a) Mortgagor shall keep the improvements on the Premises insured by a policy or policies of All Risk Replacement Cost Insurance against loss or damage by, or abatement of rental income resulting from fire, flood and such other hazards, casualties and contingencies (including, but not limited to, extended coverage, vandalism and malicious mischief), in an amount reasonably satisfactory to the Mortgagee; provided, however, such amount will be at least equal to the amount necessary so that none of the parties hereto shall be deemed a co-insurer of a loss, and for such length of time as shall be required by the Mortgagee, for the benefit of said Mortgagee until the Indebtedness under the Loan has been paid in full, as its interests may appear, and shall deliver a copy of said policy of such insurance or a certificate thereof to Mortgagee.

(b) Mortgagor shall maintain or cause to be maintained for the mutual benefit of Mortgagee and Mortgagor general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises or any elevators therein and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limits of not less than those then customarily carried with respect to premises similar in construction, general location, use and occupancy to the Premises, but in no event less than a single limit amount of \$1,000,000.00. All of such insurance shall be primary and non-contributing with any insurance which may be carried by Mortgagee.

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(c) All such insurance policies shall be paid in accordance with the terms of the policies currently in force. In the event such coverage is provided as part of a blanket policy, then in such event the amount of the coverage specifically applicable to the Premises shall be stated on the face of the policy. All insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Mortgagee as first mortgagee without contribution, and the Mortgagor shall deliver to the Mortgagee a new policy of replacement insurance for any expiring policy, with evidence of advance premium payments, to Mortgagee at his offices in River Forest, Illinois, at least ten (10) days before the date of such expiration or at such other place or to such other party as the Mortgagee may, from time to time, designate in writing.

(d) All amounts recoverable under any policy of casualty insurance are hereby assigned to the Mortgagee. Mortgagor is authorized and empowered, at its option to adjust or compromise any loss covered by any insurance policies on the Premises, and to collect and receive the proceeds from any such policy or policies. After deducting from said proceeds any reasonable expenses incurred by it in the collection or handling thereof, the insurance proceeds shall be applied to the Indebtedness, provided, however, that if the Note has not matured or no Event of Default (as hereinafter defined) then exists, at the Lender's sole discretion, Mortgagor shall be allowed to use the insurance proceeds to restore and rebuild the Premises.

The Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney-in-fact for the Mortgagor to assign any policy to itself or its nominees in the event of the foreclosure of this Mortgage. This power as attorney-in-fact granted hereunder shall be a power coupled with an interest and cannot be revoked by Mortgagor. In the event of foreclosure of this Mortgage, or other transfer of title in lieu of foreclosure of the Premises, all right, title and interest of the Mortgagor in and to any insurance policies then in force, shall pass to the purchaser or grantee thereof.

6. Mortgagor will give Mortgagee immediate notice (about which Mortgagor has actual knowledge) of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises or any easement therein or appurtenance hereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings.

If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to the Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagor and the same shall be paid forthwith to the Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable. Notwithstanding the provisions of this section to the contrary, if any condemnation or taking of less than the entire

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Premises occurs and provided that no Event of Default and no event or circumstances which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by the Mortgagor, and the Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

7. In the event that insurance proceeds or the proceeds of an eminent domain proceeding are to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the Premises, such funds will be placed in an account of Mortgagee and made available for disbursement by Mortgagee.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt so that the Premises shall be of at least equal value and the buildings and improvement therein shall be of substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with all necessary architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

8. Mortgagor hereby agrees that in the event Mortgagor shall fail to comply with any or all of the respective covenants, agreements, conditions and stipulations herein set forth, then the Mortgagee, shall be and hereby is authorized and empowered at its option, but without legal obligation to do so, to pay, perform the same without waiver of any other remedy, any unpaid obligation secured by any lien on the premises, any governmental charges and rates and all or any part of the unpaid taxes, levies, assessments and reassessments; to maintain insurance on the Premises in the amounts above named; and, subject to the rights of tenants, to enter or have its agents enter upon the Premises whenever necessary for the purpose of inspecting the premises and curing any default hereunder. The Mortgagor agrees that the Mortgagee shall thereupon have a claim against the Mortgagor for all sums paid by Mortgagee for such water charges, sewer service charges and other governmental or municipal charges and rates, taxes, levies, assessments and re-assessments, insurance and defaults cured, together with a lien upon the Premises for the sum so paid plus interest at the Default Rate.

9. Mortgagor shall not commit waste upon the Premises or suffer waste to be committed thereon. Mortgagor will keep the Premises in good order and repair and in material compliance with any law, regulation, ordinance, or contract applicable to the use and occupation of the Premises, and from time to time make all needful and proper

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replacements so that said buildings, fixtures, machinery and appurtenances will at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed. Mortgagor shall observe and comply in all material respects with all conditions and requirements necessary to maintain any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises and shall obtain and keep in full force and effect all required governmental and municipal approvals as may be required from time to time to comply with all environmental, ecological and other requirements and with any and all conditions attached to the insurance relating to the Premises and maintenance thereof, with all work that is outside the usual and ordinary course of Mortgagor's business being subject to prior written approval by Mortgagee which Mortgagee shall not unreasonably withhold. Mortgagor shall permit Mortgagee or its agents, at all reasonable times, subject to the rights of tenants, to enter upon and inspect the Premises.

10. Intentionally Omitted.

11. (a) In the event an action shall be instituted to foreclose this Mortgage, or prior to foreclosure but after an Event of Default (as hereinafter defined), Mortgagee shall be entitled to seek the appointment of a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and becoming due during the period of default and/or the pendency of such foreclosure suit to and including the date of confirmation of the sale under such foreclosure and during the redemption period, if any, after such confirmation, such rents and profits being hereby expressly assigned and pledged as security for the payment of the Indebtedness secured by this Mortgage without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Indebtedness and regardless of whether Mortgagee has an adequate remedy at law. The Mortgagor for itself and for any subsequent owner hereby waives any and all defenses to the application for a receiver as above provided and hereby specifically consents to such appointment but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right or remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver and the assignment of such rents, issues and profits is made an express condition upon which the Indebtedness hereby secured is made. In such event, the court shall at once on application of the Mortgagee or its attorney in such action, after notice, appoint a receiver to take immediate possession of, manage and control the Premises, for the benefit of the holder or holders of the Indebtedness and of any other parties in interest, with power to collect the rents and profits of said Premises during the pendency of such action, and to apply the same, at the Court's discretion, toward the payment of the several obligations herein mentioned and described, notwithstanding that the same or any part thereof is occupied by Mortgagor or any other person. The rights and remedies herein provided for shall be deemed to be cumulative and in addition to and not in limitation of, those provided by law and if there be no receiver so appointed, Mortgagee itself may proceed to collect the rents, issues and

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profits from the Premises. From any said rents, issues and profits collected by the receiver or by the Mortgagee prior to a foreclosure sale, there shall be deducted the reasonable cost of collection thereof and the reasonable expenses of operation of the Premises, including but not limited to real estate commissions, receiver's fee and the reasonable fees of its attorney, if any, and Mortgagee's reasonable attorneys' fees, if permitted by law, and court costs; the remainder shall be applied against the Indebtedness hereby secured in such order and in such manner as Mortgagee may elect. In the event the rental and other income is not adequate to pay all tax and other expenses of operation, the Mortgagee may, but is not obligated to, advance to any receiver the amounts necessary to operate, maintain and repair, if necessary, the Premises and any such amounts so advanced, together with interest thereon at the Default Rate, shall be secured by this Mortgage and have the same priority of collection as the principal Indebtedness secured hereby.

(b) During the continuance of any Event of Default, which remains uncured after the delivery of any applicable notice and the expiration of any applicable cure period, Mortgagor shall forthwith upon demand of Mortgagee and approval of the Court surrender to Mortgagee the possession of the Premises, and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Mortgagor or the then owner of the Premises relating thereto, and may under the powers herein granted:

(i) make all necessary and proper maintenance, repairs, renewals, replacements, additions and improvements thereto and thereon, and purchase or otherwise acquire additional fixtures and personal property as may be necessary or appropriate;

(ii) insure or keep the Premises insured;

(iii) hold, operate, manage or control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems proper or necessary to enforce the payment or security of the income, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor;

(iv) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine; and Mortgagee may collect and receive all the proceeds from the rents, income and other benefits of the Premises, including those past due as well as those accruing thereafter;

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(v) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(vi) extend or modify any then existing lease and make new leases, upon commercially reasonable terms and conditions, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(vii) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as it may deem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof, and receive all income, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, and the Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless of and from all liability, loss or damage which it might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims or demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases except, to the extent any such liability, loss, damage, claim or demand is caused by the negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage under any of said leases, or under or by reason of the assignment thereof, or in the defense of any claims or demands, unless the claims or demands are the result of Mortgagee's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, including attorneys' fees on appeal, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor promptly upon demand.

(c) Mortgagee in the exercise of the rights and powers hereinabove conferred upon it shall have the full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of Taxes and special assessments now due or which may hereafter become due on the Premises;

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(ii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises and of placing the Premises in such condition as will in the judgment of Mortgagee make it readily rentable or saleable;

(iii) to the payment of any Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

12. No sale of the Premises, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of Mortgagor herein, either in whole or in part. No waiver by Mortgagee of any breach of any covenant of Mortgagor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, nor extend or affect the grace period, if any, but such option shall remain continuously in force with respect to any unremedied or uncured default. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, or extend or affect the grace period, if any. Mortgagee may pursue its rights without first exhausting its rights hereunder and all rights, powers and remedies conferred upon the Mortgagee herein are in addition to each and every right which the Mortgagee may have hereunder at law or equity, and may be enforced concurrently therewith.

13. If any action or proceeding be commenced, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Indebtedness or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Premises, or otherwise to perfect the security hereinunder, or in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness, this Mortgage, or the interest created herein, or the Premises, including, but not limited to, bankruptcy, probate and administration proceedings, foreclosure of this Mortgage or any condemnation action involving the Premises, other than actions or proceedings that result from Mortgagee's negligence or willful misconduct, all sums paid by the Mortgagee, including reasonable attorneys' fees, for the expense of any litigation to prosecute and defend the rights and liens created hereby shall be paid by the Mortgagor together with interest thereon from the date of payment at the Default Rate. Any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created, as a part hereof and its priority.

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14. This Mortgage is hereby deemed to be a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the Other Agreements, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-102(41) of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto. Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in and to all Collateral, including, but not limited to, the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Real Property. The proceeds of the Collateral are intended to be secured hereby; however, such intent shall never constitute an expressed or implied consent on the part of the Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the Indebtedness;

(c) agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of (other than obsolete equipment) or encumber, any of the Collateral or any of the Mortgagor's right, title or interest therein;

(d) agrees that upon or after the occurrence of any Event of Default hereunder or under the Note which is not remedied within any applicable grace periods, Mortgagee may, exercise its rights to declare all Indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law and more particularly the Code, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any Premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said Collateral or remove it therefrom. Mortgagee shall have the further right to take any commercially reasonable action that it deems appropriate, necessary or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell

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at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses including reasonable attorneys' fees and legal expenses, to the extent permitted by law, incurred by Mortgagee and toward payment of Mortgagor's obligations under the Note and all other Indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect. Any notice given by Mortgagee depositing such notice for mailing, postage prepaid certified mail, to the Mortgagor at the address designated herein at least ten (10) days before the time of sale or disposition, shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for in this Mortgage, and in the same manner as the nonjudicial foreclosure sale provided under the terms and conditions of this Mortgage;

(g) authorizes Mortgagee to prepare and file, in the appropriate jurisdictions, financing statements covering the Collateral; Mortgagor will pay the cost of filing the same in all public offices at any time and from time to time wherever Mortgagee deems filing or recording of any financing statements or of this instrument to be desirable or necessary;

(h) intends this to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located;

(i) to the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder; and

(j) Mortgagor agrees that:

(i) Where Collateral is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee; and

(ii) Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper.

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15. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

16. Mortgagor represents and warrants to Mortgagee that the Mortgagor has not used Hazardous Materials (as defined below), on, from or affecting the Premises in any manner which violates applicable federal, state or local laws, ordinances, rules or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials ("Environmental Laws") and, to Mortgagor's actual knowledge, no prior owner of the Premises or any existing or prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates Environmental Laws.

For purposes of this Mortgage, "Hazardous Materials", includes, without limitation, any flammable explosives, radioactive material, hazardous material, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1901, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Indebtedness, any loan document, and in common law, and shall survive

- (a) the repayment of all sums due for the Indebtedness;
- (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document;
- (c) the discharge of this Mortgage; and
- (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

17. If more than one property, lot, parcel, estate or interest is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the

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properties, lots, estates, parcels or interests and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

18. In case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decree shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorneys' fees of the plaintiff in such proceedings, appraiser's fees, broker's commissions, stenographer's fees and for all moneys expended for documentary evidence and the cost of all abstracts of title, title searches and examinations and publication costs, such sums to be secured by the lien hereunder; and, to the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents, issues and profits or out of the proceeds of any sale made in pursuance of any such judgment or decree: (a) all of the costs stated above; (b) all moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage with interest as herein provided; (c) all the accrued interest remaining unpaid on the Indebtedness; (d) the Indebtedness, and (e) the balance, if any, to Mortgagor or as directed by the court.

19. Mortgagee, in making any payment herein, and as hereby authorized in the place and stead of the Mortgagor (i) relating to Taxes, assessments, and governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof, subject to the right to contest as otherwise provided herein; or (ii) relating to any adverse title, lien, statement of lien, encumbrance, claim or charge, shall in good faith determine the legality or validity of same; or (iii) otherwise relating to any purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever in its good faith, judgment and discretion, such advance or advances shall seem necessary to protect the full security intended to be created by this instrument, and provided further that in connection with any advance, Mortgagee, in the event of apparent or thereafter adverse title, lien or encumbrance, or foreclosure, by Mortgagee or any other lien claimant, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor upon demand and shall be secured hereby.

20. Should the proceeds of the Indebtedness, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then the Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same.

21. Mortgagor agrees without affecting the liability of any person for payment of the Indebtedness secured hereby or affecting the lien of this Mortgage upon the

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Premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), that Mortgagee, without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release as to itself and this Mortgage any part of the security described herein or any person liable for any Indebtedness secured hereby, without in any way affecting the priority of the lien of this Mortgage to the full extent of the Indebtedness remaining unpaid hereunder upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien. In the event the Mortgagee: (a) releases, as aforesaid, any part of the security described herein or any person liable for any Indebtedness secured hereby, (b) grants an extension of time for any payments of the Indebtedness secured hereby, (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Note, no such act or omission shall release the Mortgagor, or sureties or guarantors of this Mortgage or of the Indebtedness, under any covenant of this Mortgage or of the Indebtedness, or preclude the Mortgagee from exercising any right, power of privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

22. To the extent permitted by law with respect to the Indebtedness secured hereby or any renewals or extensions thereof, Mortgagor waives and renounces any and all homestead and exemption rights, as well as the benefit of all valuation and appraisal privileges, and also moratoriums under or by virtue of the constitution and laws of the State of Illinois, or any other state or of the United States, now existing or hereafter enacted.

23. If any provisions hereof are in conflict with any statute or rule of law of the State of Illinois or are otherwise unenforceable for any reason whatsoever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage. All the covenants hereof shall run with the land. Nothing herein contained nor any transaction related hereto shall be construed or shall so operate, either presently or prospectively to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate. Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the Note which purports to obligate Mortgagor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum.

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24. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given and received if delivered or mailed to the Mortgagor..

25. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. All of the covenants of "Mortgagor" herein contained are joint and several. All of the covenants and agreements herein contained shall bind the parties hereto and their respective successors, permitted assigns and transferees and the benefits and advantages thereof shall also inure to their respective successors, permitted assigns and transferees.

26. Any of the following occurrences or acts shall constitute an "Event of Default" under this Mortgage: (i) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage, and such failure continues for ten (10) days; (ii) a default or Event of Default shall occur under the Note; or (iii) a default or Event of Default shall occur under any document or instrument evidencing or securing any other indebtedness or obligation secured by the Premises.

27. Upon the occurrence of any Event of Default as set forth in Paragraph 27 above, the Indebtedness secured hereby, or any other instrument securing the Indebtedness then, in any of said events, at the option of the Mortgagee, the whole Indebtedness secured hereby shall become immediately due and payable, although the period specified for the payment thereof may not have expired, anything hereinbefore contained to the contrary notwithstanding and thereupon or at any time during the existence of such default, the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any other right or remedy herein or by law not prohibited.

28. Upon any such Event of Default being made and after the period, if any, for curing such Event of Default has expired, the Mortgagee, its legal representatives, successors and assigns are hereby authorized and empowered to exercise any right or remedy available under this Mortgage, at law and in equity, including, but not limited to, the right, if and to the extent permitted by law, to sell or cause to be sold at public auction, independent of formal foreclosure proceedings, the Premises and to convey same by the execution and delivery to the purchaser at such sale of good and sufficient deeds of conveyance in law. In any suit to foreclose the lien hereof, and in any sale of the Premises, there shall be allowed and included as additional Indebtedness payable by Mortgagor to Mortgagee and secured hereby all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, including reasonable attorneys' fees on appeal, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs and costs (which may be estimated as to items to be expended after the entry of any decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee

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deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

29. MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS AND WAIVES ANY OBJECTION WHICH MORTGAGOR MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT.

30. 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 HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE INDEBTEDNESS HEREBY SECURED, 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.

31. The proceeds of any foreclosure sale, or other sale of the Premises in accordance with the terms hereof or as permitted by law shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incident to the foreclosure and/or sale proceedings including all items as are mentioned in any preceding or succeeding paragraph hereof; second, to the payment of all other items which under the terms hereof constitute secured indebtedness with interest thereon as herein provided; third, to the payment of all principal and accrued interest remaining unpaid on the Indebtedness, in such order and in such manner as Mortgagee may elect; and fourth, any excess amount to the Mortgagor, its successors or assigns, as their rights may appear.

32. It is specifically agreed that time is of the essence of this Mortgage and that the waiver of the rights or options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any right or option granted to the Mortgagee herein, or in the Indebtedness secured hereby, is not required to be given.

Signature Page Follows.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.


SONAK YOUNG

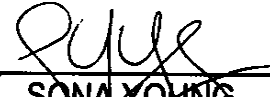

ADAM YOUNG

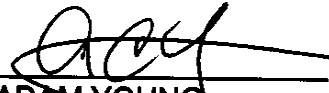
**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date set forth above.


SONA YOUNG


ADAM YOUNG

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

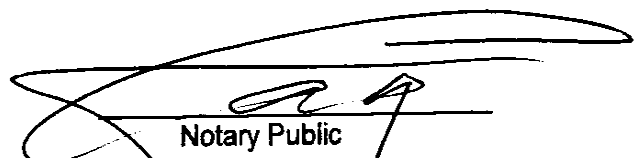
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that SONA YOUNG and ADAM YOUNG, ^{wife and husband} personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, as of the rd 23 th day of June, 2014.


Notary Public
YURI SAFONOV



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EXHIBIT A

Legal Description of Property and PIN

LOT 8 IN GRAHAM'S SUBDIVISION, BEING THAT PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SOUTH EAST $\frac{1}{4}$ 1716 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTH $\frac{1}{2}$ OF SAID SOUTH EAST $\frac{1}{4}$, THENCE SOUTH ON A LINE 1716 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST $\frac{1}{2}$ 659.75 FEET MORE OR LESS TO THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SOUTH EAST $\frac{1}{4}$, THENCE WEST ALONG SAID NORTH LINE 264 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 2112 Maple Avenue
Northbrook, Illinois 60062

PIN: 04-09-411-024-0000