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## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1430716059 Fee: \$54.00  
RHSP Fee: \$9.00 APRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/03/2014 04:06 PM Pg: 1 of 9

Report Mortgage Fraud  
800-532-8785

The property identified as:

**PIN:** 17-21-401-001-0000

**Address:**

**Street:** 1600 S. Dearborn

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60616

**Lender:** Mark R. Ordower Family LP

**Borrower:** RZR LLC Dearborn

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

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** C71B2799-6EEC-4872-B170-81EF890574DE

**Execution date:** 10/31/2014

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Space above reserved for recorder

## MORTGAGE

**THIS MORTGAGE**, made the 15<sup>th</sup> day of October, 2014 from **RZR LLC DEARBORN**, having an address of **333 S. Desplaines, Suite 207, Chicago, Illinois 60661**, ("Mortgagor"), to **MARK R. ORDOWER FAMILY LP**, having an address of **333 N. Canal Street, #1901, Chicago, Illinois 60606** ("Mortgagee").

**WITNESSETH**, that to secure the payment of indebtedness in the sum of **Six Hundred Thousand (\$600,000) Dollars**, lawful money of the United States of America, with interest thereon, to be paid according to a certain Note or obligation bearing even date herewith, with a final maturity of all principal and interest not required to be sooner paid upon demand (such Note and any and all Notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to as the "Note");

**NOW, THEREFORE**, to secure the payment of the principal and premium, if any, of and interest on the Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Note or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, sell, convey, mortgage, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular the property described on the attached Exhibit A, referred to herein as the "Mortgaged Property":

**This Document Prepared By:**

Mark R. Ordower PC  
333 S. Desplaines Street  
Suite 207  
Chicago, Illinois 60661

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The Mortgagor hereby covenants with the Mortgagee as follows:

1. Indebtedness. The Mortgagor will pay the indebtedness evidenced by the Note in accordance with the terms thereof. The indebtedness secured by this Mortgage may never exceed three times the amount of indebtedness described on the first page of this Mortgage.
2. Insurance. The Mortgagor will keep the Improvements and Personalty insured against loss by fire in an amount equal to at least 100% of the replacement cost thereof and the Premises insured against such other casualty for the benefit of the Mortgagor and Mortgagee as the Mortgagee shall direct.
3. Maintenance and Repairs; Alterations. The Mortgagor will maintain the Premises and Personalty in good order and condition and will promptly make all repairs, replacements and improvements which are necessary to accomplish the foregoing. The Improvements shall not be removed, demolished or substantially altered without the prior written consent of the Mortgagee. Personalty may not be removed from the Premises except where appropriate replacements, free of liens or claims, are immediately made of a value equal to at least the value of the Personalty removed unless consented to by the Mortgagee in writing. The Mortgagor shall not commit or permit any waste on the Premises.
4. Real Estate Taxes. The Mortgagor will pay when due and payable and prior to the imposition of any premium or additional payment, the following (all of said amounts collectively referred to as "Taxes"): All taxes, general and special assessments, water, drainage and sewer charges, license fees and all other charges or impositions of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Property or any portion thereof or the rents or income arising therefrom (other than income or franchise taxes of the Mortgagee) to the extent not paid by reason of the deposits pursuant to Section 5 hereof. Assessments affecting the Premises may be paid in installments if the assessment authority permits such payment without premium or additional payment provided that upon any default by the Mortgagor in the performance of the terms, covenants and conditions in the Note or the Mortgage, the Mortgagee may, by notice to the Mortgagor, require that all unpaid installments be immediately paid. Upon request of the Mortgagee, the Mortgagor shall deliver to the Mortgagee receipts showing payment of all Taxes.
5. Reserve Payments. Upon request of Mortgagee at any time and thereafter the Mortgagor shall, in addition to the monthly payments pursuant to the Note, pay to the Mortgagee initially a deposit in an appropriate amount as calculated by Mortgagee and then on the due date of each payment under the Note until the Note is fully paid, a sum sufficient to accumulate by constant monthly payments by the date sixty (60) days prior to the due date thereof, the amount of the Taxes and insurance premiums next due and payable. The determination of the amounts payable shall be made by the Mortgagee

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based on the current amount of taxes and insurance premiums or, if said amounts are unknown, on the basis of the immediately preceding year. The Mortgagee shall apply the amount deposited hereunder to the payment of Taxes and insurance premiums as they become due and payable. Said deposits need not be held in a separate account, and no interest shall be paid to Mortgagor on said funds.

If the payments provided for herein shall be insufficient to pay an installment of Taxes or insurance premiums in full when due and payable, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, the amount of any deficiency.

If there shall be a default under any of the provisions of this Mortgage and an action or proceeding shall be commenced to foreclose this Mortgage, the Mortgagee shall be, and hereby is, authorized and empowered at the Mortgagee's option to apply at the time of the commencement of said action or proceeding, or at any time thereafter, the balance then remaining in the funds accumulated hereunder as a credit against the amount of principal or interest then remaining unpaid under the Note.

6. Title. The Mortgagor covenants that it has good and marketable title to the Premises and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property. The Mortgagor represents that it is the owner of the Personalty free and clear of all liens and encumbrances. The Mortgagor will, at no cost or expense to the Mortgagee, defend title to the Premises and Personalty and the lien of this Mortgage on the Mortgaged Property against the claims of all persons or entities.

7. Mechanic's Liens. The Mortgagor will pay all claims of mechanics, suppliers and laborers who supply or provide goods or services to the Premises or any portion thereof and will, within thirty (30) days after filing, discharge any lien filed by any such party against the Premises or any portion thereof.

Nothing contained in this Section shall require payment of any claim of any mechanic, supplier or materialman so long as the Mortgagor, at its expense, contests the validity thereof by appropriate legal proceedings which shall prevent the collection thereof or sale or forfeiture of all or any portion of the Mortgaged Property provided that the Mortgagee shall be provided with a bond or other security satisfactory to the Mortgagee assuring discharge or payment of any such claim.

8. Other Taxes; Prior Encumbrances. The Mortgagor shall pay any taxes, other than federal, state or local income taxes, imposed upon the Mortgagee by reason of the ownership of this Mortgage, the Note or any other instrument referred to herein.

Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") creating a lien having priority over this Mortgage, including Mortgagor's covenants to make payments when due. Any act or omission of Mortgagor which, with the giving of notice of the passage of time would constitute a default or event of default under any Prior Encumbrance or under any ground lease shall be a default under this Mortgage. Mortgagor shall promptly deliver to Lender all notices given or received of any defaults or events of default under any Prior Encumbrance or any ground lease.

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9. Proper Use of Premises. Mortgagor will not use or permit to be used the mortgaged property or any part thereof in any manner inconsistent with the rights of Mortgagee hereunder, or in violation of the provisions of any insurance policy or any rules or regulations of insurance underwriters, and in the use of said Mortgaged Property or any part thereof, or in the construction of Improvements on or adjoining the Mortgaged Property, will comply with, or cause to be complied with, all valid laws, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body, officer or department now or hereafter applicable to the mortgaged property or to the uses and purposes thereof, and will maintain and use the Mortgaged Property in full compliance therewith and in condition requisite thereunto. In the event any violations of the foregoing shall be filed against the Premises, the Mortgagor shall notify the Mortgagee thereof in writing and deliver to the Mortgagee a discharge of record thereof within ninety (90) days of the date of filing of the violation.

10. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, the Note or the other Loan Documents, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as it deems expedient or necessary to protect Lender's interest, including (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, and paying ground rents (if any); (iv) procuring insurance; and (v) renting, operating and managing the Property and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Property shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this paragraph shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this paragraph.

11. Prohibitions on Transfer of the Property or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of (1) the Property or any part thereof or interest therein; or (2) all or a portion of an interest in a partnership, limited liability company, or a joint venture interest of a joint venturer in the joint venture, if Mortgagor consists of or includes any such entity that results or could result in a material change in the identity of the person(s)

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or entity(ies) in control of such entity (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable. This option shall not be exercised by Lender if prohibited by Federal law as of the date of this Mortgage.

12. Fees and Expenses. The Mortgagor will pay all filing, registration and recording fees, document preparation and attorney fees, and other expenses relating to this Mortgage, any financing statements filed in connection therewith, any supplements or additions to the foregoing, any satisfaction or assignment requested by the Mortgagor and all taxes or assessments relating to this Mortgage or the indebtedness secured hereby. The Mortgagee shall be entitled to recover the reasonable fees and expenses of its counsel incurred in connection with any default under the Note or this Mortgage including fees and expenses incurred in any foreclosure proceeding pursuant to this Mortgage. If the holder of this Mortgage shall become a party in any action or proceeding in which it becomes necessary to defend or uphold any rights of Mortgagee, all sums paid by said holder in connection therewith, including reasonable counsel fees, shall be paid by the Mortgagor and said amount shall be a lien on the Mortgaged property. If the Mortgagor shall fail to pay such sums upon request by the Mortgagee, the amount thereof shall bear interest at the Default Interest Rate set forth in paragraph 13 hereof from the date of request to the date of payment.

13. Default Interest Rate. If the principal balance of this Mortgage is not paid when due and payable whether by maturity or acceleration, and after an Event of Default, the outstanding balance shall bear interest from the due date to the date of payment in full at the rate of five (5) percent in excess of the Interest Rate set forth in the Note.

14. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note, this Mortgage, or any other Loan Document, which failure continues for more than ten (10) days; provided, however, that such ten (10) day cure period shall not apply to the other sub-paragraphs of this paragraph;

(b) Mortgagor's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) or any other Loan Document and such failure continues for a period of twenty-one (21) days after the earlier of Mortgagor's becoming aware of such failure or the effective date of notice thereof given by Lender to Mortgagor; provided, however, that this grace period shall not apply to the other sub-paragraphs of this paragraph;

(c) The occurrence of any breach of any representation or warranty contained in this Mortgage or any other Loan Document;

(d) A Prohibited Transfer occurs;

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(e) A court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor, or Beneficiary, in any involuntary case brought under any Bankruptcy, insolvency, debtor relief, or similar law; or if Mortgagor, or Beneficiary, shall: (i) file a voluntary petition in Bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee (or similar official) of the Mortgagor or for any part of the Property or any substantial part of the Mortgagor's other property or any substantial part of the property of Beneficiary; (iii) make any assignment for the benefit of Mortgagor's or Beneficiary's creditors; (iv) fail generally to pay Mortgagor's debts as they become due;

(f) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(g) If Mortgagor is other than a natural person or persons: (i) the dissolution or termination of existence of Mortgagor, voluntarily or involuntarily, whether by reason of death of a general partner of Mortgagor or otherwise; (ii) the amendment or modification in any respect of Mortgagor's articles or agreement of partnership or its corporate resolutions or its articles of incorporation or bylaws that would affect Mortgagor's performance of its obligations under the Note, this Mortgage or the other Loan Documents;

(h) This Mortgage shall not constitute a valid lien on and security interest in the Property (subject only to the Permitted Encumbrances), or if such lien and security interest shall not be perfected;

(i) The Property is abandoned; or

(j) An indictment or other charge is filed against the Mortgagor or Beneficiary, in any jurisdiction, under any federal or state law, for which forfeiture of the Property or of other collateral securing the Secured Indebtedness or of which other funds, property or other assets of Mortgagor, Beneficiary or Lender is a potential penalty.

**15. ACCELERATION; REMEDIES.** AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS TO BE IMMEDIATELY DUE AND PAYABLE WITH OR WITHOUT NOTICE AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING APPRAISALS, ENVIRONMENTAL REPORTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PROPERTY SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 11 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR OR AS A COURT MAY DIRECT.

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16. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, MORTGAGOR AND LENDER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS MORTGAGE, THE OTHER LOAN DOCUMENTS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH; OR (ii) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS. MORTGAGOR AND LENDER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

17. PROHIBITION OF ADDITIONAL ENCUMBRANCES. Mortgagor shall not create, permit or suffer any additional encumbrance of the Mortgaged Premises to secure a line of credit or additional loans or for any other reason.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

**RZR LLC DEARBORN, an Illinois limited Liability Company**

By: *Mark Ordover*

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Georgette Phillos, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Ordover, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged to me that he delivered said instrument as his free and voluntary act and the free and voluntary act of **RZR LLC DEARBORN** of which he is an officer, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of October, 2014



*Georgette Phillos*  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

An undivided one-third (1/3) interest in the following described parcel:

PARCEL 1: LOT 1 AND LOT 2 AND THE NORTH 26.41 FEET OF LOT 3 IN BLOCK 2 OF CANAL TRUSTEE NEW SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS

LOTS 1 AND 2 IN BLOCK 2 OF CANAL TRUSTEE NEW SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 1 AND 2 AND THE NORTH 1.15 FEET OF LOTS 3 AND 4 IN ASSESSOR'S SECOND DIVISION OF LOTS 3 TO 6 IN SAID BLOCK 2 OF CANAL TRUSTEE NEW SUBDIVISION OF THE EAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL BEING IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 1226316063 FOR INGRESS, EGRESS AND PARKING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 1600 S. Dearborn Chicago Illinois 60616

Permanent Tax Index No.: 17-21-401-001-0000 and 17-21-401-019-0000