

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1435344085

Doc#: 1435344085 Fee: \$70.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 12/19/2014 04:49 PM Pg: 1 of 17

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 28-30-311-026-0000

**Address:**

**Street:** 17408 S 69th Ave

**Street line 2:**

**City:** Tinley Park

**State:** IL

**ZIP Code:** 60477

**Lender:** KBB Proeprties INC

**Borrower:** Ashford Glen Realty III LLC

**Loan / Mortgage Amount:** \$407,477.14

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.

Old Republic National Title Insurance Company  
20 South Clark Street  
Suite 2000  
Chicago, IL 60603

**Certificate number:** FA5DF96C-20AF-4559-A617-022679B369F2

**Execution date:** 12/12/2014

**UNOFFICIAL COPY**

THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:

Deutsch, Levy & Engel, Chartered  
225 West Washington Street  
Suite 1700  
Chicago, Illinois 60606

ADDRESS OF PROPERTY:  
17408 S. 69<sup>TH</sup> Avenue  
Tinley Park, Illinois 60477

PIN: 28-30-314-026-0000

For Recorder's Use Only

1451631 1/1

**MORTGAGE AND COLLATERAL ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE, made as of December 12, 2014, by ASHFORD GLEN REALTY III, LLC, an Illinois limited liability company, with a principal business address of 17408 S. 69<sup>th</sup> Avenue, Tinley Park, Illinois 60477 (the "Mortgagor") to KBB PROPERTIES, INC., an Illinois corporation, with a principal business address of 7742 Joliet Drive South, Tinley Park, Illinois 60477 ("Mortgagee"), witnesseth:

A. Mortgagee has made a loan to Mortgagor in the principal amount of Four Hundred Seven Thousand, Four Hundred Seventy-Seven and 14/100 Dollars (\$407,477.14) (the "Loan") as evidenced by that certain Promissory Note, of even date herewith, in the principal amount of the Loan, made payable by Borrower to the order of Mortgagee, with a maturity date of January 1, 2020 (the "Note").

B. The Note is a valid, binding and legally enforceable obligation of the Mortgagor, and this Mortgage is a valid, binding and legally enforceable instrument to secure payment of the indebtedness evidenced by the Note and the performance of the covenants, terms and conditions set forth herein and in the provisions of the Note, and the execution and delivery of the Note and this Mortgage by the Mortgagor has been in all respects duly authorized; and

C. The Mortgagor desires to secure to the Mortgagee the payment or repayment of all sums secured hereby and compliance with the terms, covenants and conditions, expressed or implied, set forth in the provisions of the Note and this Mortgage.

D. Mortgagor acknowledges receipt of a copy of the Note and the execution and delivery by Mortgagor of this Mortgage is a condition to Mortgagee's obligation to make the Loan to Borrower;

**Old Republic National Title Insurance Company**  
20 South Clark Street  
Suite 2000  
Chicago, IL 60603

# UNOFFICIAL COPY

NOW THEREFORE, the Mortgagor, to secure the payment of the Indebtedness (as defined below), 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 is hereby acknowledged, does by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the Real Estate owned by Mortgagor commonly known as 17408 S. 69<sup>th</sup> Avenue, Tinley Park, Illinois 60477, and legally described on Exhibit "A" attached hereto and incorporated herein., which, with the property hereinafter described, is referred to herein as the "Premises".

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, revenue and profits 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, if any, 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 Indebtedness (as hereinafter defined) and covered by this Mortgage, and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a security agreement for the purpose of creating hereby a security interest in said property, securing the said Indebtedness, for the benefit of the 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

# UNOFFICIAL COPY

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

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 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 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 Uniform Commercial Code in effect from time to time in the State of Illinois, this instrument shall constitute a security agreement, and Mortgagor authorized 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 Uniform Commercial 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, if any, 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.

# UNOFFICIAL COPY

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 is free and clear of all liens and encumbrances other than those referenced in Exhibit "B" attached hereto and made apart hereof (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.

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 securing repayment of the Note (collectively, the "Loan Documents");
- (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 obligations and liabilities being collectively referred to herein as the "Indebtedness", as security for 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.

Notwithstanding anything to the contrary herein, the maximum Indebtedness secured by this Mortgage shall not exceed the sum of two hundred percent (200%) of the original principal balance of the Loan.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any

# UNOFFICIAL COPY

late charges due under the Note.

**2. Application of Payments.** All payments received by Mortgagee under paragraph 1 above shall first be applied to any late charges accruing under the Note, second to any costs incurred by Mortgagee on behalf of Mortgagor, third to interest on the unpaid principal balance, and any remainder to principal.

**3. Charges; Liens.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Premises that may attain priority over this Mortgage. Mortgagor shall pay these obligations on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. Mortgagor shall, upon written request, promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Premises is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**4. Hazard or Property Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Premises insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagor fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the Premises in accordance with this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 22 the Premises is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Premises prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

**5. Preservation, Maintenance and Protection of the Premises; Other Defaults.** Mortgagor shall not destroy damage or impair the Premises, allow the Premises to deteriorate or commit waste on the Premises. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's judgment could result in forfeiture of the Premises or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor may cure such a default and reinstate, as provided in paragraph 21, by causing

# UNOFFICIAL COPY

the action or proceeding to be dismissed with a ruling that, in Mortgagee's good faith determination, precludes forfeiture of the Mortgagor's interest in the Premises or other material impairment of the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, at any time, gave or gives materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note.

**6. Protection of Mortgagee's Rights in the Premises.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that my significantly affect Mortgagee's rights in the Premises (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Premises and Mortgagee's rights in the Premises. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Premises to make repairs. Although Mortgagee may take action under this paragraph 6, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 6 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the interest rate set forth in the Note and shall be payable, with interest, at the default rate of interest, upon notice from Mortgagee requesting payment to Mortgagor.

**7. Intentionally Omitted.**

**8. Inspection.** Mortgagee or its agent may make reasonable entries upon and inspections of the Premises. Mortgagee shall give Mortgagor reasonable notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Mortgagee. In the event of a total taking of the Premises, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Premises in which the fair market value of the Premises immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Premises immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the Premises in which the fair market value of the Premises immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to pay the sums secured by this Mortgage whether or not the sums are then due. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds

# UNOFFICIAL COPY

to principal shall not extend or postpone the due date of the monthly payments referred to the Note or change the amount of such payments.

**10. Abandonment.** If the Premises is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Mortgagee within thirty (30) days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Premises or to the sums secured by this Mortgage, whether or not then due.

**11. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Premises under the terms of this Mortgage; and (b) agrees that Mortgagee and any other future Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

**13. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to be permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Premises address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

**15. Governing Law; Severability.** This Mortgage shall be governed by federal law and



# UNOFFICIAL COPY

the law of the jurisdiction in which the Premises is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

**16. Transfer of the Premises.** If all or any part of the Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, which consent may be withheld in the Mortgagee's sole and absolute discretion, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

**17. Events of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Mortgagee under the Note, this Mortgage or any of the other documents evidencing the Loan within ten (10) days of written notice after the date when any such payment is due in accordance with the terms hereof or thereof;

b. Mortgagor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in the Note, this Mortgage or any other agreements, instruments and documents, now and/or from time to time hereafter executed by and/or on behalf of Mortgagor and delivered to Mortgagee, within ten (10) days' written notice thereof from the Mortgagee

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other documents evidencing the Loan or of any statement or certification as to facts delivered to Mortgagee by any Mortgagor or any guarantor of the Note;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor; or

e. all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released within ten (10) days after such a attachment, seizures or the time when so subjected to such writ, warrant or levy;

f. the commencement of any involuntary petition in bankruptcy against any Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor

# UNOFFICIAL COPY

of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of ten (10) days;

g. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of Mortgagor or any individual guarantor of the Note;

h. the occurrence of an default under the Note or any of the other document evidencing the Loan; or

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate, as defined in the Note (herein, the "Default Rate").

## **18. Foreclosure; Expense of Litigation.**

When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 *et seq.*, Illinois Compiled Statutes) (as may be amended from time to time, the "Act"). In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

# UNOFFICIAL COPY

**19. Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

**20. Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

**21. Borrower's Right to Reinstate.** If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Premises pursuant to any power of sale contained in the Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Premises and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Notwithstanding the foregoing, such right of reinstatement as provided herein shall only be exercisable on one (1) occasion. Except as herein provided, Mortgagor hereby waives any right of reinstatement whether under the Act or otherwise.

**22. Waivers.** Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisalment

# UNOFFICIAL COPY

of the premises, or any part hereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or other rule of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption under any order or decree of foreclosure of the Mortgage, on its own behalf and on behalf of each and any person acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of the Illinois Compiled Statutes, Chapter 735, Art. 5, Section 15-1601, and any statute enacted in replacement or substitution thereof.

**23. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Mortgagor will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**24. Hazardous Substances.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 24, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 24, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

**25. Assignment of Rents.** As additional security for the satisfaction of the Indebtedness, and for the faithful performance of all other obligations contained herein, Mortgagor hereby assigns

# UNOFFICIAL COPY

to Mortgagee all of its right, title and interest as landlord in all current and future leases of the Premises and to any rents due and security deposits (held by Mortgagor) under such current or future leases of the Premises. Notwithstanding anything herein to the contrary, so long as there exists no default hereunder, Mortgagor shall have the right to collect all rents, security deposits, income and profits from the Premises and to retain, use and enjoy the same.

Nothing in this Mortgage or any of the other Loan Documents shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay.

From and after a default hereunder, Mortgagee, in addition to the remedies set forth in herein, is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce the assignment set forth in this Paragraph 25 and to collect the rents, income and profits assigned hereunder, including the right of Mortgagee or its designee to enter upon the Premises, or any part thereof, and to the extent permitted by law, with or without force and with or without process of law, with power to eject or dispossess tenants and to rent or lease any portion of the Premises on any terms approved by Mortgagee and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, and to exclude Mortgagor, its agents and servants wholly therefrom. Mortgagor hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times from and after such default, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Mortgagor to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing rebuilding and restoring the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Mortgage, and all amounts due from Mortgagor to Mortgagee under the Note and this Mortgage, all in such order as Mortgagee may determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the landlord under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the leases until such time as Mortgagee forecloses the Mortgage, or acquires title to the Premises through deed in lieu of foreclosure, and takes physical possession of the Premises. Mortgagor hereby agrees to indemnify Mortgagee and to hold Mortgagee harmless from any liability, loss or damage, including, without limitation, reasonable attorneys' fees, which may be incurred by it under the leases or by reason of the assignment provided herein and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases, except for those losses which occur due to Mortgagee's gross negligence or willful misconduct. It is further understood that Mortgagee shall not be responsible for the control, care, management or repair of the Premises, or parts thereof, nor shall Mortgagee be liable for the performance of any of the terms and conditions of any of the leases, or for any waste of the Premises by any tenant under any of the leases or by any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or

# UNOFFICIAL COPY

control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger until such time as Mortgagee forecloses the Mortgage or takes complete physical possession of the Premises through process of law, and Mortgagee shall be responsible and liable only for its own actions or omissions occurring after such foreclosure and possession.

**26. Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

(Signature Page Follows)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

MORTGAGOR:

ASHFORD GLEN REALTY, III, LLC, an Illinois limited liability company

By: [Signature]  
Name: James Troy  
Its: Member/Manager

By: [Signature]  
Name: Patrick Troy  
Its: Member/Manager

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James Troy and Patrick Troy, each personally known to me to be a Member and Manger of ASHFORD GLEN REALTY, III, LLC, an Illinois limited liability company, each personally known to be the same persons whose name is subscribed to the foregoing instrument as such, each appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as a Member of such limited liability company as his free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of December, 2014.

[Signature]  
Notary Public



# UNOFFICIAL COPY

## Exhibit "A"

### Legal Description

LOT 2 IN TINLEY TERRACE WEST, A SUBDIVISION OF BLOCK 3 (EXCEPT FROM SAID BLOCK 3 THOSE PARTS THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3 RUNNING THENCE WEST ALONG NORTH LINE THEREOF 160 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO NORTHWEST LINE OF RIGHT-OF-WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD TO NORTHWESTERLY LINE OF SAID RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF SAID RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID BLOCK 3; THENCE NORTH ALONG EAST LINE THEREOF TO POINT OF BEGINNING) IN JOHN N. RAUHOFF'S PLAT OF BLOCKS 1, 2, 3, AND 4, BEING A SUBDIVISION OF PART OF SOUTH ½ OF LOTS 1 AND 2 OF SOUTHWEST ¼ OF SECTION 30 AND PART OF NORTH ½ OF LOT 2 OF NORTHWEST ¼ OF SECTION 30 AND PART OF THE NORTH ½ OF LOT 2 OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1909 AS DOCUMENT 4404933 IN BOOK OF PLATS ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1970 AS DOCUMENT NO. 2115085, IN COOK COUNTY, ILLINOIS.

Commonly known as: 17408 S. 69<sup>th</sup> Avenue, Tinley Park, Illinois  
PIN: 28-30-311-026-0000



# UNOFFICIAL COPY

**Exhibit "B"**

**Permitted Exceptions**

See Attached

Property of Cook County Clerk's Office

