

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



Doc#: 1502122080 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/21/2015 01:16 PM Pg: 1 of 7

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 10-31-206-010-0000

**Address:**

**Street:** 2959 N. MILWAUKEE AVENUE

**Street line 2:**

**City:** NILES

**State:** IL

**ZIP Code:** 60714

**Lender:** SMALL BUSINESS GROWTH CORPORATION

**Borrower:** BIVYG, LLC

**Loan / Mortgage Amount:** \$290,000.00

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:** 41EB5B9F-DB7E-442C-AD5A-FC295EE73AAE

**Execution date:** 01/15/2015

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PREPARED BY:  
 PATTERSON, ROLLINS & KURTZ, LLC  
 R. Bruce Patterson  
 2401 West White Oaks Dr.  
 Springfield, IL 62704

WHEN RECORDED MAIL TO:  
 PATTERSON, ROLLINS & KURTZ, LLC  
 R. Bruce Patterson  
 2401 West White Oaks Dr.  
 Springfield, IL 62704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MORTGAGE**

This mortgage made and entered into this 15 day of January, 2015, by and between BIVYG, LLC, an Illinois limited liability company (hereinafter referred to as "Mortgagor"), and Small Business Growth Corporation (hereinafter referred to as "Mortgagee"), who maintains an office and place of business at 2401 West White Oaks Drive, Springfield, Illinois 62704.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois, free from all rights and benefits under and by virtue of the homestead exemption laws. Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption law of this state.

SEE ATTACHED EXHIBIT "A"

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

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except existing obligations to Village Bank & Trust, a Wintrust Community Bank and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 15, 2015 in the principal sum of \$290,000.00, with interest determined by the sale of bonds as specified in the Servicing Agent Agreement executed by the Mortgagor, signed by BIVYG, LLC, which has a maturity date of twenty years from the date of funding, and any renewals or extensions thereof, the terms of which are hereby made a part of this mortgage. Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small

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Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

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

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

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

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

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

f. He will continuously maintain hazard insurance of such type or types and in such reasonable amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give prompt notice in writing to mortgagee. If the loan is in default at the time of a loss covered by the insurance, the insurance proceeds be applied at mortgagee's option either to the reduction of the indebtedness hereby secured or the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

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

h. He will use his best efforts to not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee. Further, he will use his best efforts to keep and maintain the same free from the claims of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be

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erected on said premises or shall provide title insurance coverage to protect the mortgagee from loss because of such claims.

i. He will not rent, except at market rates, or assign any part of the rent of said mortgaged property without the written consent of the mortgagee which shall not be unreasonably withheld; nor will he demolish, or remove, or substantially alter any building without the written consent of the mortgagee except in connection with a bonafide rental opportunity.

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

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time provided that reasonable notice of such inspection has been sent to mortgagor.

l. If at any time the mortgagor fails to maintain insurance on the property as provided in paragraph f then mortgagee may at its discretion obtain insurance on the property covering full replacement costs or any lesser amount the mortgagee deems necessary to protect its interest in the property. All premiums and other costs paid by the mortgagee will be secured by this mortgage and will be collectible in the same manner as the principal indebtedness. Mortgagor also agrees that mortgagee may make demand for any amounts expended under this provision and mortgagor will promptly pay all costs associated with mortgagee's procurement of insurance on the property.

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

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due and payable. Notice of such default will be sent to mortgagor if practicable at the address last known to mortgagee.

4. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

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

In the event of a default and regardless of whether notice was actually received by the mortgagor, at the option of the mortgagee or assigns, regardless of maturity, and whether before or after entry, mortgagee or its assigns

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may, in accordance with applicable law, sell said property, without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

- (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

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

- 5. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 6. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.
- 7. In the event the mortgagor fails to pay any Federal, state or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 8. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 9. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.



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## EXHIBIT "A"

THAT PART OF LOTS 12 AND 14 IN THE ASSESSOR'S DIVISION OF FRACTIONAL NORTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINES OF MILWAUKEE AVENUE AND HARTS ROAD; RUNNING THENCE NORTHEASTERLY 159.8 FEET ALONG THE CENTER LINE OF HARTS ROAD, TO THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE 258.7 FEET; THENCE SOUTHWESTERLY 152.65 FEET TO A POINT IN THE CENTER LINE OF MILWAUKEE AVENUE 261.7 FEET SOUTHEASTERLY OF THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 261.7 FEET ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING (EXCEPT FROM SAID TRACT THE NORTHWESTERLY 33 FEET THEREOF OCCUPIED AS HARTS ROAD AND THE SOUTHWESTERLY 30 FEET THEREOF OCCUPIED AS MILWAUKEE AVENUE.)

COMMONLY KNOWN AS: 6959 N. MILWAUKEE AVENUE, NILES, ILLINOIS 60714  
PIN: 10-31-206-010-0000 AND 10-31-205-015-0000

Property of Cook County Clerk's Office