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Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 1516819154 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/17/2015 12:54 PM Pg: 1 of 8

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 28-30-407-010-0000

Address:

Street: 17329 South Oak Park Avenue

Street line 2:

City: Tinley Park

State: IL

ZIP Code: 60477

Lender: Wight Construction Services, Inc. and Wight & Company

Borrower: Tinley Park Real Estate Investors, LLC

Loan / Mortgage Amount: \$37,699.00

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: A1D8C037-849E-4B7F-A3DF-85AB7D85A818

Execution date: 6/12/2015

CCRD REVIEWER Ru

**UNOFFICIAL COPY****AFTER RECORDING MAIL TO:**

Anne L. Blume, Esq.  
 Meckler Bulger Tilson Marick & Pearson LLP  
 123 N. Wacker Drive  
 Suite 1800  
 Chicago, Illinois 60606

-----[Space Above This Line For Recording Data]-----

**MORTGAGE**

This Mortgage ("Mortgage") is made as of this 22<sup>nd</sup> day of May, 2015, between **Tinley Park Real Estate Investors, LLC** ("Mortgagor") on the one hand, and **Wight Construction Services, Inc. and Wight & Company** (collectively "Mortgagee" or "Secured Party," as applicable) on the other hand, at 2 N. LaSalle St., Suite 1300, Chicago, Illinois, 60602.

**SECURITY AND INDEBTEDNESS**

This Mortgage is made to secure a certain indebtedness by Mortgagor and Tinley Park Place, LLC ("TPP") to Mortgagee in connection with a certain Settlement Agreement by and among Mortgagor, TPP, and Mortgagee dated November 24, 2014, resolving certain claims and defenses in a lawsuit brought by Mortgagee against, among others, Mortgagee and TPP, styled *Wight Construction Services, Inc., et al. v. Denler, Inc., et al.*, 2010 CH 21313 (the "Lawsuit"). The specific amount of that indebtedness that this Mortgage secures is \$37,699.00. Mortgagor and TPP have executed a separate promissory note and security agreement in favor of Mortgagee dated November 24, 2014 (the "Note"), and this Mortgage also secures the Note. The terms of payment of the indebtedness are provided for and enumerated in the Settlement Agreement and Note, and the parties agree, acknowledge, and incorporate such payment terms of the Settlement Agreement and Note in this Mortgage. Unless otherwise so specified herein, all capitalized terms shall have the same meaning as those defined in the Settlement Agreement and Note.

**MORTGAGED PROPERTY**

Mortgagor holds fees simple title in and to the improved real property commonly known as 17329 South Oak Park Avenue, Tinley Park, Illinois, as described as:

THAT PART OF LOT 10 LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT, THROUGH A POINT 115 FEET SOUTH OF NORTHWEST CORNER THEREOF IN BLOCK 4 IN BREMEN, BEING A SUBDIVISION OF PART OF THE NORTH ½ AND ALL OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ EXCEPT 5 ACRES IN SECTION 30 AND THE NORTH ½

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OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent real estate tax number:

**28-30-407-010-0000**

The aforementioned real property, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property shall be referred to as the "Property."

Mortgagor hereby mortgages, grants, conveys, transfers, and assigns to Mortgagee the Property, SUBJECT, HOWEVER, to the terms and condition conditions herein set forth.

## I. FOR THE PURPOSE OF SECURING:

1. Payment of the sums due pursuant to the terms of the Note and Settlement Agreement which call for the principal amount of Thirty Seven Six Hundred Ninety Nine and 00/100 Dollars (\$37,699.00) (the "Indebtedness") to be repaid payable to Mortgagee pursuant to and in a manner consistent with all of the terms of the Note and Settlement Agreement and all modifications, extensions, or renewals thereof (the Note and Settlement Agreement, and any and all guaranties supporting the Note, shall be referred to as the "Loan Documents"). The terms of the Loan Documents, are hereby incorporated herein by reference.
2. Performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreements or covenants executed by Mortgagor relating to the loan secured hereby.
3. Performance by Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions, and restrictions pertaining to the Property.
4. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer, and assign the Property to Mortgagee.

## II. TO PROTECT THE SECURITY TO THIS MORTGAGE, MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of the Indebtedness. Mortgagor shall pay or cause to be paid, when due, the Indebtedness evidenced by the Loan Documents and all other sums secured by this Mortgage (together, the "Obligations").
2. Application of Payments. Unless applicable law requires otherwise, all payments received by Mortgagee from Mortgagor under the Loan Documents or this Mortgage shall be applied by Mortgagee in the manner and in the order of priority specified by the Loan Documents.
3. Charges; Liens. Mortgagor shall pay all water and sewer rates, rents, taxes, assessments,

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insurance premiums, and other impositions attributable to the Property, when due, directly to the appropriate payee.

4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Mortgagee against loss by fire, hazards included within the term "extended coverage," and such other hazards, casualties, liabilities, and contingencies as Mortgagee shall require. All premiums on insurance policies shall be paid by Mortgagor making payment, when due, directly to the carrier. In the event of any loss covered by any such policies, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee.

5. **Preservation and Maintenance of Property.** Mortgagor (a) shall not commit waste or permit any physical deterioration of the Property; (b) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition in the event of any damage, injury, or loss thereto; (d) shall keep the Property in good repair; and (e) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property. Mortgagee specifically acknowledges, however, that in order to develop the Property as part of any planned unit development, it is necessary to demolish any existing physical structures on the Property, and Mortgagee hereby consents to such demolition for such purpose.

6. **Environmental Conditions.** Mortgagor hereby represents and warrants to Mortgagee that, to the best of its knowledge, and with the exception of certain asbestos-containing floor and ceiling tile in the existing structure on the Property, no known hazardous or toxic substances, within the meaning of any applicable statute or regulation, whether federal, state or local, are presently stored or otherwise located on the Property, or to the best of its knowledge on any real estate adjacent to the Property, except in accordance with all applicable laws, regulations and rules.

Mortgagor covenants and agrees that all hazardous and toxic substances within the definition of any applicable statute, regulation or rule (whether federal, state or local) which may be used by any person for any purpose upon the Property, shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations, and requirements for such storage promulgated by any governmental authority, that the Property will not be used for the principal purpose of storing such substances, and that no such storage or use will otherwise be allowed on the Property which cause or which will increase the likelihood of causing the release of such substances onto the Property. Upon the written request of Mortgagee to Mortgagor, Mortgagee, its attorneys, employees, agents or other persons or entities designated by Mortgagee shall, from time to time, and at any time, be allowed to enter upon the Property and conduct environmental examinations and environmental audits of the Property, all in form, manner and type as Mortgagee may then require in its sole discretion. Mortgagor shall fully cooperate and make the Property available to Mortgagee at such times as Mortgagee may reasonably request in order to conduct such environmental examinations and environmental audits.

7. **Condemnation.** Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking of the Property, or part thereof, and Mortgagor shall appear in, and prosecute any such action or proceeding.

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8. **Lien Not Released.** From time to time, Mortgagee may, at Mortgagee's option, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said Indebtedness. Any actions taken by Mortgagee pursuant to the terms of this paragraph shall not affect the obligations of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein and shall not affect the lien or priority of lien hereof on the Property.
9. **Forbearance by Mortgagee Not a Waiver.** No waiver by Mortgagee of any right under this Mortgage shall be effective unless in writing. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagor that Mortgagor was obligated hereunder but failed to make or perform, or by adding any payment so made by Mortgagee to the Indebtedness secured hereby, Mortgagee does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.
10. **Transfers of the Property.** Any sale or transfer of all or any part of the Property shall be governed by the terms of the Loan Documents.
11. **Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage or the Loan Documents, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, the exercise of any and all remedies to which Mortgagee may be entitled are governed by the terms of the Loan Documents.
12. **Priority of Payments.** Any rents, issues, deposits, profits, and avails of the Property received by Mortgagee after taking possession of all or any part of the property shall (unless otherwise required pursuant to order of court) be applied in the following order of priority: (a) to any existing obligations of Mortgagor under this Mortgage or the Loan Documents, in such order and manner as described therein, and (b) the balance to Mortgagor or its successors or assigns, as their interests and rights may appear.
13. **Foreclosure Sale.** In the event of any foreclosure sale of the Property, the same may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale of the Property or any part thereof.
14. **Application of Proceeds.** The proceeds of any foreclosure sale of the Property, or any part thereof, shall be distributed and applied in the following order of priority: (a) to any existing obligations of Mortgagor under this Mortgage or the Loan Documents, in such order and manner as described therein, and (b) the balance to Mortgagor or its successors or assigns, as their interests and rights may appear.
15. **Remedies Cumulative.** Each remedy provided herein shall be exclusive of any other remedy herein or now or hereafter existing by law and may be exercised concurrently, independently, or successively in any order whatsoever. Every power or remedy hereby given to Mortgagee may be exercised from time to time and as often as deemed expedient by the Mortgagee.
16. **Notice.** Except for any notice required under applicable law to be given in another manner, all

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notices and other communications required or permitted under this Mortgage shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, and if mailed shall be deemed received on the third business day after deposit in the mail in the continental United States, postage prepaid, addressed to the party to receive such notice at the address set forth above. Notice of change of address shall be given by written notice in the manner set forth in this paragraph 16.

17. **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the State of Illinois. If any paragraph, clause, or provision of this Mortgage, or the Loan Documents or any other notes or obligations secured by this Mortgage, is determined by a court of competent jurisdiction to be void, invalid, or unenforceable, such decision shall affect only those paragraphs, clauses, or provisions so determined and shall not affect the remaining paragraphs, clauses, and provisions of this Mortgage or the Loan Documents or other notes secured by this Mortgage.

18. **General Provisions**

a. The Mortgage applies to, inures to the benefit of, and binds all parties hereto and their heirs, legatees, devisees, administrators, executors, successors, and assigns.

b. The term "Mortgagee" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Mortgagee herein.

c. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

d. Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage, and shall not be used in construing it.

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[Signature Page -- Mortgage]

IN WITNESS WHEREOF, MORTGAGOR has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

**MORTGAGOR:**

**TINLEY PARK REAL ESTATE INVESTORS, LLC**

By:                     *Ang M*                    

Its:                     *Managing Member*                    

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[Notary Page – Mortgage]

State of Illinois )  
 )  
County of WILL ) ss.

I, the undersigned, a Notary Public, in and for and residing in WILL County, in the State aforesaid, DOES HEREBY CERTIFY that David Dentler, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27 day of May 2015.

Julie C Tremblay



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