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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1528949137 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2015 12:25 PM Pg: 1 of 6

01146-37550 304365
Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 15-14-330-020-0000**

Address:

Street: 201 W Roosevelt Rd

Street line 2:

City: Maywood

State: IL

ZIP Code: 60153

Lender: Maxim Commercial Capital, LLC

Borrower: Bharuch, LLC

Loan / Mortgage Amount: \$170,637.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

STEWART TITLE
800 E. DIEHL ROAD
SUITE 180
NAPERVILLE, IL 60563

Certificate number: C474D70B-32B5-498F-95E2-D62C366128E2

Execution date: 10/12/2015

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RECORDING REQUESTED BY: Doug Houlahan

APN: Parcel 1:
15143300200000; Parcel 2:
03033070320000

WHEN RECORDED MAIL TO:

Maxim Commercial Capital, LLC
 11620 Wilshire Blvd., Suite 540
 Los Angeles, CA 90025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

MORTGAGOR: Bharuch, LLC, an Illinois limited liability company
 Address: Parcel 1: 201 W. Roosevelt Rd., Maywood, IL 60153
 Parcel 2: 14 North Elmhurst, Wheeling, IL 60090

MORTGAGEE: Maxim Commercial Capital, LLC, a California limited liability company
 Address: 11620 Wilshire Blvd, Suite 540, Los Angeles, CA 90025

PROPERTY (herein referred to as the "Premises") in Cook County, State of Illinois,
 described as:

See Exhibit A attached hereto and by reference made a part hereof.

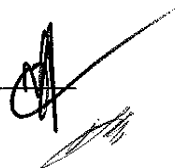
KNOW ALL MEN BY THESE PRESENTS:

That Mortgagor (which expression shall include Mortgagor's heirs, administrators, executors, representatives, successors and assigns; if there is more than one Mortgagor, the term Mortgagor shall apply to each Mortgagor individually and to all Mortgagors collectively), for good and valuable consideration and to secure the performance of each agreement set forth in, and the payment of the indebtedness evidenced by (i) this Mortgage, (ii) Continuing Guaranty of Indebtedness (herein referred to as the "Guaranty") executed by Mortgagor which guarantees various obligations and payments of **Mid-West Oil Co., Inc.** (herein referred to as "Debtor") under contracts entered between Debtor and Mortgagee including, without limitation, 60 monthly payments of \$4,996.48 as consideration for an advance in the amount of \$170,637.00 and payable pursuant to the terms of Equipment Finance Agreement No. **2508** (herein referred to as the "EFA") hereby grants, bargains, sells, conveys, mortgages, and warrants with the power of sale and with the right of entry and possession, to Mortgagee (which expression shall include its, administrators, executors, representatives, successors and assigns), WITH MORTGAGE COVENANTS, all of Mortgagor's estate, right, title and interest in and to the Premises, together with the improvements and fixtures thereon.

Mortgagor covenants and agrees as follows:

1. To promptly procure payment of any and all amounts falling due under the EFA and the Guaranty at the times and in the manner provided in the EFA.

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2. To keep all improvements now existing or hereafter erected on the Premises insured against loss by fire and other casualties in an amount not less than the fair market value of the Premises and to promptly pay when due all premiums for such insurance. Said policies shall name the Mortgagee as insured and loss payee and shall provide that such policies shall not be cancelled without **twenty (20)** days prior written notice to Mortgagee. Mortgagor shall deliver certificates evidencing said insurance to Mortgagee annually upon request. In the event of damage to the Premises, Mortgagee shall make any insurance proceeds actually received by Mortgagee, after deducting all reasonable expenses incurred by Mortgagee in collecting such proceeds, available for repair and restoration of the Premises to substantially the same condition as before the damage.

3. To pay when due all real estate taxes, assessments, water and sewer charges and any other municipal charges relating to the Premises.

4. To (a) maintain the Premises, any buildings thereon, and any equipment thereat in good repair and condition, (b) abstain from the commission of waste on the Premises, and (c) promptly comply with all statutes, ordinances, regulations and requirements of all departments of government affecting the Premises. Mortgagee shall have the right to make reasonable entries upon the Premises for the purpose of inspecting the same.

In addition to other rights provided for herein, Mortgagee shall have the right to pay any insurance premium, real estate tax, water or sewage charge relating to the Premises which Mortgagor has failed to pay when due and to add such sum to the indebtedness secured hereby.

As additional security for payment of the obligations of Mortgagor to the Mortgagee, Mortgagor hereby unconditionally transfers, sells, assigns, pledges, and conveys to Mortgagee all of the rents, leases, sub-leases, income and proceeds derived from the Premises and agreements related to or made in connection therewith and hereby authorizes and directs all tenants and lessees who shall at any time occupy any portion or all of the Premises to pay to the order of Mortgagee all rents and other charges payable to Mortgagor upon written request therefor by Mortgagee, and Mortgagor grants to Mortgagee all rights to collect and receive the same and to institute and maintain any suit or proceedings therefor. The purpose of this assignment is as further security for the EFA and the Mortgagor's obligations hereunder. The Mortgagee shall not exercise the rights granted under this section unless there exists an event of default under the EFA, the Guaranty, or this Mortgage which has not been cured.

To the extent that any portion of the Premises or the improvements thereon constitute personal property, this Mortgage is hereby deemed to be a security agreement under Article IX of the Uniform Commercial Code for the purpose of creating a security interest securing the indebtedness evidenced by the EFA and the obligations of Mortgagor under the Guaranty and hereunder. Mortgagor hereby grants to Mortgagee a security interest in any improvement affixed to the Premises deemed to be personal property as security for the performance and payment of obligations under the EFA, the Guaranty, and this Mortgage. Whenever Mortgagee has the right to exercise its foreclosure rights under this Mortgage, Mortgagee shall also have the right to exercise its rights under Article IX of the Uniform Commercial Code to foreclose the security interest granted in the personal property.

In the event that the ownership of the Premises or any portion thereof shall be transferred to

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anyone other than Mortgagor, the obligations secured hereby shall, at Mortgagee's option, become immediately due and payable.

Upon or at any time after (a) a breach by Mortgagor of any of its obligations under the Guaranty or this Mortgage, or (b) a breach by Debtor of any of its obligations under the EFA, Mortgagee shall have the following rights and remedies, in addition to all other rights and remedies available to Mortgagee at law or in equity: (i) declare any or all of the indebtedness secured hereby immediately due and payable; (ii) as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Premises, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Premises; (iii) by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Premises, and may also do any and all other things in connection with these actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage; (iv) may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Premises and/or do any and all other things that it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage; and (v) foreclose this Mortgage upon the Premises or any part thereof, for the indebtedness of this Mortgage, or any part thereof in any manner now or hereafter provided by Illinois law, and to the extent provided by Illinois law, Mortgagee, or its agents may sell the Premises or any part of the Premises at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Premises or part of the Premises are situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in a newspaper published in said county or counties, as may be required. At any such sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Premises or any part of the Premises. Mortgagee shall have the right to enforce any of its remedies set forth herein without notice to Mortgagor, except for such notices as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect. Said sale may be adjourned by Mortgagee, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set. In the event of any sale of the Premises as authorized herein, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non payment or non performance of the indebtedness of this Mortgage or as to the advertisement of sale, or the time, place, and manner of sale or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. Upon any foreclosure sale or sale of all or any portion of the Premises under the power herein granted, Mortgagee may bid for and purchase the Premises if the highest bidder thereof. All of Mortgagee's rights and remedies shall be cumulative, and the exercise or delay of any one or more of them shall not constitute an election of remedies or a waiver of remedies as provided in this Mortgage.

Mortgagor agrees to pay all costs, expenses and fees (including, without limitation, attorney's fees) paid or incurred by Mortgagee in endeavoring to enforce this Mortgage. Such sums shall be added to the indebtedness secured hereby.

Mortgagee may sell or assign its rights and interests under this Mortgage to a third party without notice to Mortgagor, and Mortgagee's successors and assigns shall have all of

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Mortgagee's rights under this Mortgage.

In this Mortgage, if there is more than one Mortgagor, Mortgagor's obligations shall be joint and several and whenever the context so requires, the singular number shall include the plural. If any provision of this Mortgage shall be deemed unenforceable, each other provision shall remain in full force and effect. In the event of any inconsistency between this Mortgage and the Guaranty or EFA, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Premises. This Mortgage shall be governed by Illinois law in all respects. Mortgagor covenants and agrees that the Premises, or any portion thereof, are not Mortgagor's homestead.

In witness whereof, Mortgagor has signed this Mortgage this 12th day of October, 2015.

Bharuch, LLC

By [Signature]

Name: Irfan Bhagat

Title: Permanent Member

By [Signature]

Name: Mohammed Ahmed

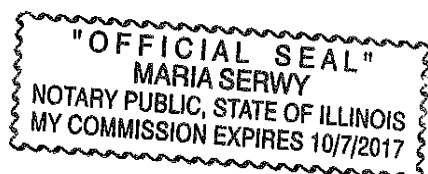
Title: MEMBER

STATE OF ILLINOIS
COUNTY OF COOK

I, MARIA SERWY, a Notary Public in and for said County in said State, hereby certify that IRFAN BHAGAT MEMBER OF BHARUCH LLC AND MOHAMMED AHMED MEMBER OF BHARUCH LLC, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12th day of OCTOBER, 2015.

[SEAL]



Notary Public
My Commission Expires:

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EXHIBIT A

Parcel 1:

SUB-LOTS 11 TO 15 INCLUSIVE, IN STANNARD'S SUBDIVISION OF LOTS 5 AND 6 IN BLOCK 15 AND LOTS 5 AND 6 IN BLOCK 16 IN STANNARD'S SECOND ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

201-211 WEST ROOSEVELT ROAD, MAYWOOD, ILLINOIS

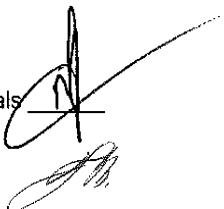
Parcel 2:

THE EAST 220.3 FEET OF THE SOUTH 203.2 FEET OF LOT 15 (EXCEPT THAT PART TAKEN FOR PUBLIC ROADS) IN OWNERS DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES IN CASE # 15 L050259 IN COOK COUNTY, ILLINOIS

14 N. ELMHURST ROAD, WHEELING ILLINOIS

15-14-330-020-0000

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Handwritten signature and initials in black ink.