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Illinois Anti-Predatory Lending Database Program



Doc#: 1529250003 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/19/2015 07:33 AM Pg: 1 of 15

Certificate of Exemption



Executive Land Title
7794 N. Milwaukee
Niles, IL 60714

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 01-18-101-016-0000

Address:

Street: 12 Rolling Hills Drive

Street line 2:

City: Barrington Hills

State: IL

ZIP Code: 60010

Lender: Temple view Capital, LLC a Delaware Limited Liability Company

Borrower: Kimm A. Dodaro, a single woman not party to a civil union

Loan / Mortgage Amount: \$1,360,000.00

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: 018F5EA4-82D3-416E-BA51-51EFC698696D

Execution date: 9/30/2015

2015/1676 Cook
No 2

Property of Cook County Clerk's Office

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**MORTGAGE, SECURITY
AGREEMENT, and FINANCING
STATEMENT**

After Recording Return To:

Temple View Capital, LLC
7500 Old Georgetown Road, Suite 1300
Bethesda, Maryland 20814

Prepared By:

Eric Feldman & Associates, P.C.
134 N. LaSalle St., Ste 1900
Chicago, Illinois 60602

Property Addresses:

12 Rolling Hills Drive
Barrington Hills, Illinois 60010
PIN 01-18-101-016-0000

(THIS INSTRUMENT GRANTS A SECURITY INTEREST)

KNOW ALL MEN BY THESE PRESENTS: That made as of the 30th day of September, 2015, by the undersigned Kimm A Dodaro with an address of 12 Rolling Hills Drive, Barrington Hills, Illinois 60010 ("Mortgagor"), for the benefit of TEMPLE VIEW CAPITAL, LLC, a Delaware limited liability company, whose principal office located at 7500 Old Georgetown Road, Suite 1300, Bethesda, Maryland 20814 ("Mortgagee"), hereby agree as follows:

ARTICLE I.

GRANT

A. Lien. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to Mortgagee, whose address is 7500 Old Georgetown Road, Suite 1300, Bethesda, Maryland 20814, and his successors and substitutes in trust, as hereinafter provided, for the benefit of Mortgagee, the following legally described property:

See Exhibit "A"

Commonly known as: 12 Rolling Hills Drive, Barrington Hills, Illinois 60010, PIN 01-18-101-016-0000

B. Security Interest. For the same consideration, Mortgagor hereby grants to Mortgagee, the Property described on Exhibit "A" hereto, a continuing security interest in the improvements and the personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from the improvements and personal property, now owned and existing, and situated the Property to include any and all rents due to or collected by Mortgagor or any other monies paid or payable to Mortgagor from use or sale of the

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property, including any option contracts, and all proceeds, products, substitutions and exchanges thereof (the Property, hereinafter defined, and real and personal property interests hereinabove described being the "Mortgaged Property").

C. Assignment of Security. For the same consideration, Mortgagor hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of the Mortgaged Property.

D. Habendum. TO HAVE AND TO HOLD all the Mortgaged Property and all other property which, by the terms hereof, has become subject to the lien and/or security interest of this Mortgage, Security Agreement, Financing Statement and Assignment of Production (this "Mortgage"), together with all rights, hereditaments and appurtenances in anywise belonging to the Mortgagee or assigns forever.

ARTICLE II.

WARRANTIES

A. Warranty of Title. Mortgagor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the above described property, rights and interests constituting the Mortgaged Property to the Mortgagee and to his assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

B. Additional Warranties. For the same consideration, Mortgagor, for itself, its successors and assigns, covenants, represents and warrants that:

(1) Authority and Enforceability. The Mortgagor has fully authority and power to enter into the indebtedness secured by this Mortgage and the execution and delivery by Mortgagor of the evidences of such indebtedness and this Mortgage and the performance and observance by Mortgagor of the terms and provisions of such evidence of indebtedness.

(2) Additional Authority. Mortgagor is the lawful owner of the Mortgage Property and has good right and authority to pledge, mortgage, assign, sell and convey the same.

(3) Interests in Mortgaged Property. Mortgagors' interests in the Mortgaged Property, as set forth in Exhibit "A" hereto, are true and correct.

(4) Leases in Effect. All of the leases constituting all or part of the Mortgaged Property (the "Leases") are in full force and effect and all covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed insofar as the Leases pertain to the Land. The Leases, if any, are described on Exhibit "A" hereto.

(5) Interests Free of Liens. Mortgagors' interest in the Leases is free and clear of all liens, mortgages, oil payments, or other burdens or encumbrances and all gross production taxes and other taxes as to which non-payment could result in a lien against any of the Mortgaged Property have been paid, except as specifically set forth in Exhibit "A" hereto.

(6) Compliance with Laws. Mortgagor and the Mortgaged Property are in compliance with all applicable laws and regulations, including, without limitation, those relating to any flammables, explosives, radioactive materials, hazardous wastes, friable asbestos or any material

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containing asbestos, toxic substances or related materials, including, without limitation, substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq. or the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. ("Hazardous Materials").

ARTICLE III.

INDEBTEDNESS SECURED

This conveyance is made to secure and enforce the payment of the following indebtedness, obligations and liabilities:

- A. Specific Obligation. The promissory note dated of even date herewith executed by Kimm A. Dodaro, to the order of Mortgagee in the principal sum of ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$1,360,000.00) bearing interest and payable as therein provided, with the final payment thereof due on or before March 29, 2016, and containing the usual provisions in notes of this character.
- B. "Indebtedness". The word "Indebtedness" wherever used in this Mortgage shall refer to all present and future debts, obligations and liabilities described or referred to in this Article III or otherwise in this Mortgage.

ARTICLE IV

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its successors and assigns, covenants and agrees as follows:

- A. Title Curative. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect be found to exist after the execution and delivery of this Mortgage; and in this connection, should it be found, after the execution and delivery of this Mortgage, that there exists upon the Mortgaged Property any lien or encumbrance equal or superior in rank to the liens and security interests created by this Mortgage, or should any such lien or encumbrance hereafter arise, Mortgagor will promptly discharge and remove the same from the Mortgaged Property.
- B. Further Assurances. Upon request of Mortgagee, Mortgagor will promptly correct any defect which may be discovered after the execution and delivery of this Mortgage in any other documents executed in connection herewith, in the execution or acknowledgment hereof or thereof, or in the description of the Mortgaged Property, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the opinion of Mortgagee, be necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended to be so.
- C. Notification of Loss. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any Mortgaged Property within ten (10) business days thereof.
- D. Payment of Liable Claims. Mortgagor will pay all taxes now or hereafter to accrue against any of the Mortgaged Property and all other taxes or assessments, general or special,

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lawfully levied against it on such Mortgaged Property which might become a lien thereon before such taxes become delinquent; and it will during the life of this Mortgage to keep the Mortgaged Property, and each and every part thereof, free, clear and discharged from all liens, charges, encumbrances, or assessments that might become superior, coordinate or subordinate to the liens or security interests of this Mortgage.

E. Mortgagee's Payment of Lienable Claims. In the event Mortgagor shall fail or neglect to pay any taxes, general or special, or shall fail or neglect to relieve the Mortgaged Property from any lien which might become superior or equal to the lien of this Mortgage, the Trustee, at his option, or Mortgagee, at its option, may pay such taxes, liens, charges or encumbrances, or any part thereof, and Mortgagor will promptly reimburse Trustee or Mortgagee, as the case may be, therefore; and any and all such sums so paid hereunder shall be paid by Mortgagor upon demand at Mortgagee's principal offices, and shall constitute a part of the Indebtedness.

F. Maintenance of Liability and Casualty Insurance. Mortgagor will carry with standard insurance companies satisfactory to Mortgagee or holder of the Indebtedness, public liability and property damage insurance, as well as insurance against loss or damage to the Mortgaged Property by fire, lightning, tornado, other acts of God, and explosion, all in amounts satisfactory to Mortgagee; all such policies shall be payable to Mortgagee, and the policies evidencing the same or acceptable certificates thereof shall be held by Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof and Mortgagee shall apply all such sums or any part thereof, at its election, toward the payment of the Indebtedness, whether the same be then due or not, application to be made first to interest and then to principal, and shall deliver to Mortgagor the balance, if any, after any application has been made.

G. Compliance with Agreements. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation and corrective and preventative maintenance of the Mortgaged Property and will promptly pay and homeowners' association dues; will not take any action to incur any liability or lien thereunder.

H. Access to Mortgaged Property. Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees at all times to go upon, examine, inspect and remain on the Mortgaged Property.

I. Evidence of Title. Promptly upon receipt of a request from Mortgagee, Mortgagor will furnish and deliver, at the election of Mortgagee, either (a) complete or supplemental abstracts of title, as the case may be, prepared by competent abstractors or (b) title opinions prepared by competent legal counsel and, in either event, covering title to the real property herein mortgaged from the sovereignty of the soil to the latest practicable date, when taken together with abstracts and/or title opinions previously furnished to Mortgagee by Mortgagor. Should Mortgagor fail to furnish such abstracts upon such request, Mortgagee may obtain such abstracts, and any and all costs incurred thereby shall be payable by Mortgagor to Mortgagee upon demand at Mortgagee's principal offices. The abstracts shall be and constitute a part of the Mortgaged Property as defined above.

J. Notification of Legal Proceedings. Mortgagor will promptly notify Mortgagee or other holder or holders of the Indebtedness, in writing, of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve its and Mortgagee's rights affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name of Mortgagor and at Mortgagor's cost and expense.

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K. Maintenance of Existence. If Mortgagor is a corporation, it will maintain its corporate existence and will maintain and procure all necessary corporate franchise and permits to the end that Mortgagor shall be and continue to be a corporation in good standing in the state of its incorporation and in the state wherein the Mortgaged Property is located, with full power and authority to own and operate all of the Mortgaged Property as contemplated herein until this Mortgage shall have been fully satisfied.

L. Sales of Assets or Reorganization. While the Indebtedness, or any portion thereof, remains unpaid, Mortgagor will not sell, lease transfer or otherwise dispose of all or substantially all of the Mortgaged Property, or, if Mortgagor is a corporation, consolidate or merge into any other corporation, or permit another corporation to merge into it without the prior written consent of Mortgagee.

M. Compliance with Laws. Mortgagor will comply at all times with all federal, state and local laws, regulations, and ordinances applicable to the Mortgaged Property, including, without limitation, all environmental protection and hazardous waste requirements, and in this regard:

(1) Natural or Environmental Resources Compliance. Mortgagor will comply with and all applicable local, state and federal laws, ordinances, rules, regulations and orders (a) related to any natural or environmental resource or media located on, above, within, in the vicinity of, related to or affected by the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor, or (b) required for the performance or conduct of its operations.

(2) Notification of Hazardous Materials Inquiries. Mortgagor will forthwith notify Mortgagee in writing of any request from any governmental agency or other entity for information on releases of Hazardous Materials from, affecting or related to the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor; notify Mortgagee of any actual, proposed or threatened testing or other investigation by any governmental agency or other entity concerning the environmental condition of or related to such property; provide to Mortgagee such information as Mortgagee shall request concerning the generation, storage, disposal, transportation or other management, if any, of any Hazardous Materials.

(3) Hazardous Materials Compliance and Indemnification. Mortgagor will at all times comply fully and in a timely manner with, and will cause all employees, agents, contractors, sub-contractors and future lessees (pursuant to appropriate lease provisions) of Mortgagor, while such persons are acting within the scope of their relationship with Mortgagor, to so comply with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Materials now or hereinafter located or present on or under the Mortgaged Property, and Mortgagor indemnifies and holds Mortgagee harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, requirements and enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence of any Hazardous Materials on, under or from the Mortgaged Property, whether prior to or during the term hereof, or (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property, including, without limitation, any of the foregoing arising,

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in whole or in part, form negligence on the part of Mortgagee, (the foregoing indemnity being the "Hazardous Materials Indemnity"). The Hazardous Materials Indemnity shall further apply to any residual contamination on or under the Mortgaged Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Materials, irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances; and,

(4) Survival of Indemnification. The Hazardous Materials Indemnity shall survive repayment of the indebtedness, provided that the claims and other actions of any kind against Mortgagee which give rise to the Hazardous Materials Indemnity are not barred by the applicable statute of limitations at the time such claims or actions are instituted.

(5) Joint and Several Liability; Co-signers. Mortgagor covenants and agrees that Mortgagor's obligation and liability shall be joint and several. However, any Mortgagor who co-signs this Mortgage but does not execute the promissory note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Mortgaged Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Mortgagor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the promissory note without the co-signer's consent.

ARTICLE V.

DEFEASANCE, FORECLOSURE AND OTHER REMEDIES

A. Defeasance. Should Mortgagor make due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein provided to be observed and performed by it, then the conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest thereof shall be released at the cost and expense of Mortgagor; otherwise, it shall remain in full force and effect.

B. Default Events, Acceleration and Exercise of Power of Sale. In case any one or more of the following events of default shall happen:

(1) Payment of Indebtedness. Default be made by Mortgagor in the due and punctual payment of the Indebtedness, or any part thereof, principal or interest, as the same becomes due and payable, whether by acceleration or otherwise, or

(2) Covenants and Warranties. Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements herein provided to be observed or performed by Mortgagor or any warranty of Mortgagor herein made prove to be untrue or inaccurate in any material respect; or

(3) Failure of Title. Mortgagor's title to the Mortgaged Property, or any substantial part thereof, become the subject of actual or threatened litigation which would or might, in Mortgagee's opinion, on final determination result in substantial impairment or loss of the security provided for herein; or

(4) Sale or Encumbrance. Mortgagor, without the prior written consent of, Mortgagee shall not sell, assign, lease, transfer/convey, mortgage, pledge, hypothecate or otherwise dispose of or encumber all or any portion of the Mortgaged Property or enter into any contractual arrangement to do so,

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irrespective of whether or not the transfer, conveyance or encumbrance would or might (i) diminish the value of any security for the Indebtedness, (ii) increase the risk of default under this Mortgage, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Indebtedness after default or (iv) add or remove the liability of any person or entity for payment or performance of the Indebtedness or any covenant or obligation under this Mortgage; provided, however, the foregoing shall not apply to hydrocarbons produced and sold in the ordinary course of business; or

(5) Involuntary Insolvency. An order, judgment or decree be entered against Mortgagor by any court of competent jurisdiction or by any other duly authorized authority, on the petition of a creditor or otherwise, granting relief under Title 11 of the United States Code or under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state approving a petition seeking reorganization or an arrangement of Mortgagor's debts or appointing a receiver, trustee, conservator, custodian or liquidator of mortgagor or all or any substantial part of Mortgagor's assets; or

(6) Voluntary Insolvency. Mortgagor (i) discontinues its usual business, or (ii) applies for or consent to the appointment of a receiver, trustee or liquidator of Mortgagor or all or a substantial part of its assets, or (iii) files a voluntary petition commencing a case under Title 11 of the United States Code, seeking liquidation, reorganization or rearrangement, or taking advantage of any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state, or (iv) makes a general assignment for the benefit of creditors, or (v) be unable, or admit in writing its inability, to pay its debts generally as they become due, or (vi) files an answer admitting the material allegations of a petition filed against it in any case commence under Title 11 of the United States Code or any reorganization, insolvency, conservatorship or similar proceeding under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state, or apply for relief under any state or federal act for the relief of debtors; or

(7) Contracts Relating to Indebtedness. Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements provided to be observed or performed by Mortgagor in any loan agreement or other contract or agreement relating to any Indebtedness; or

(8) Fraudulent Actions or Preference of Creditor. Mortgagor conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them; or make or suffer a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or make any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid amounts owing; or take any other action in the nature of a fraud upon its creditors, or any of them; then, and in any such event, the whole of the principal of the Indebtedness remaining unpaid, together with all interest accrued thereon, may, at the option of the holder thereof, without notice (including, but not limited to, notice of intention to accelerate maturity and notice of acceleration of maturity) or demand, which are, to the full extent permitted by applicable law, waived by Mortgagor for purposes of any provision of this Mortgage or of the evidences of the Indebtedness, be declared immediately due and payable; and thereupon, or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Mortgagee, on request of the holder of the Indebtedness (which request is hereby presumed), to enforce this Mortgage;

C. Rights as Secured Party. Upon the happening of any of the above-enumerated events of default, Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with reference to the personal property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed as to both the real and personal property covered hereby. If an Event of Default occurs, Mortgagee shall have the right to institute

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proceedings for the complete foreclosure of this Mortgage, in which case the Property may be sold for cash or credit in one or more parcels. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. 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 the said insurance policies.

In any suit to foreclose this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee 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 in this paragraph mentioned and such 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 at the Default Rate and shall be secured by this Mortgage.

D. Application of Proceeds of Sale. The Trustee is authorized to receive the proceeds of sale or sales and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Mortgage, including, but not limited to, a fee to the Mortgagee of 2% to be estimated upon the amount realized at the sale;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as the holder of said Indebtedness may, in its discretion, elect;

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

E. Substitute Trustee. N/A

F. Statements by Trustee. N/A

G. Suit to Collect and Foreclose. The holder of the Indebtedness may, at its election, or the Trustee may, upon written request of the holder of the Indebtedness, proceed may suit or suits, at law or inequity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the note, notes or guaranties evidencing it, and to foreclose the lien and/or security interest of this Mortgage as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.

H. Mortgagee as Purchaser. It is expressly understood that the holder of the Indebtedness, may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, and the holder of the Indebtedness so purchasing shall, upon any such purchase, acquire good title to the Mortgaged

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Property so purchased, free of the lien and/or security interest of this Mortgage and free of all rights of redemption in Mortgage.

I. Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive the holder of the Indebtedness or Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage and of any note or guaranty reflecting the Indebtedness, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE VII.

ADDITIONAL REMEDIES

A. Mortgagee's Remedying of Mortgagor's Failure to Comply. If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or the Trustee may perform the same for the account and at the expense of mortgagor but shall not be obligated so to do, and any and all expenses incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the greater of (i) the rate of 10% per annum or (ii) the rate agreed upon in any other document or instrument relating to the Indebtedness or any part thereof from the date when same was so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof; provided, however, that the exercise considered or constitute a waiver of the right of Mortgagee upon the happening of an event of default hereunder to declare the Indebtedness at once due and payable but shall be cumulative of such right and all other rights herein given.

B. Entry and Operation. In case any one or more of the events of default shall happen, then in each and every such case the Mortgagee or any holder of the Indebtedness or any part hereof, whether or not the Indebtedness shall have been declared due and payable, in addition to the other rights and remedies hereunder, may exercise the following additional remedy, but shall not be obligated so to do: the Mortgagee or possession of all or any part of the Mortgaged Property and each and every part thereof and may exclude Mortgagor, its agents and servants wholly there from and have, hold, use, operate, manage and control the Mortgaged Property and each and every part thereof and produce the oil, gas and other minerals there from and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of all Indebtedness secured hereby, principal and interest, application to be made first to interest and then to principal, and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and Mortgagee or holder of the Indebtedness shall not be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through his, its or their fraud or willful misconduct.

Additionally or alternatively, upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. 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 then value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any 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 during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption

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or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, 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) the deficiency in case of a sale and deficiency.

C. Power of Attorney to Mortgagee. Mortgagor does hereby designate Mortgagee as Mortgagor's agent to act in the name, place and stead of Mortgagor in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Mortgage and, this, irrevocable.

ARTICLE VIII.

MISCELLANEOUS

A. Interest. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, the holder of the Indebtedness shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that the holder of the Indebtedness shall be paid as interest, a sum greater than that authorized by law. If any possible construction of this Mortgage or any instrument evidencing the Indebtedness, or any or all other notes, guaranties or papers relating to the Indebtedness, seems to indicate any possibility of a different power given to the holder of the Indebtedness, or any authority to ask for, demand, or receive any larger rate of interest, such as a mistake in calculation or wording, this clause shall override and control, and proper adjustments shall be made accordingly.

B. Agreement as Entirety. This Mortgage, for convenience only, has been divided into Articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of Mortgagor, the Trustee, and Mortgagee or any holder of the indebtedness, shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles and paragraphs and without regard to headings prefixed to such Articles.

C. Number and Gender. The terms used to designate any of the parties herein shall be deemed to include the heirs, successors and assigns of such parties; the term "successor" shall include the heirs, trustees and legal representatives; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

D. Rights and Remedies Cumulative. Every right and remedy provided for herein shall be cumulative of each and every other right or remedy of Mortgagee, whether herein or otherwise conferred, and may be enforced concurrently therewith, and the unenforceability or invalidity of any one or more provisions, clauses, sentences or paragraphs of this instrument shall not render any other provision, clause, sentence or paragraph unenforceable or invalid. No security theretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given, and all security given by this

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instrument or any security by endorsement or otherwise presently or previously given, and all security shall be taken, considered and held as cumulative.

E. Parties in Interest. This Mortgage shall be binding upon the parties, their respective successors and assigns, and shall inure to the benefit of the holder of the Indebtedness, and the covenants and agreements herein contained shall constitute covenants running with the Land.

F. Counterparts. This instrument is simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original and shall be deemed, and may be enforced from time to time, as a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof.

G. Fixtures, Minerals and Accounts. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal property described hereinabove are or are to become fixtures on the land described herein or to which reference is made herein. In addition, the security interest created hereby under applicable provisions of the Uniform Commercial Code attaches to minerals, including oil and gas, or accounts resulting from the sale thereof.

H. Addresses. The addresses for Mortgagor, as the debtor, and Mortgagee, as the secured party, are as set forth hereinabove.

I. Recording Counterparts. For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed and there may be attached to each such counterpart an Exhibit "A" containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit "A" may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

J. No Waiver by Mortgagee. The failure or delay of Mortgagee to file or give any notice as to this instrument, or to exercise any right, remedy or option to declare the maturity of the principal debt, or any other sums hereby secured, or the payment by Mortgagee of any taxes, liens, charges or assessments, shall not be taken or deemed a waiver of any rights to exercise such right or option or to declare any such maturity as to any past or subsequent violations of any of such covenants or stipulations, and shall not waive or prejudice any right or lien hereunder. Any election or failure by Mortgagee to exercise any rights, remedies or options hereunder shall not constitute a waiver or prejudice the exercise of other rights or remedies existing hereunder. All rights, powers, immunities, remedies and liens or Mortgagee existing and to exist hereunder or under any other instruments, and all other or additional security, and Mortgagee's rights at law and in equity, shall be cumulative and not exclusive, each of the other; and Mortgagee shall in addition to the remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the liens hereof. Resort by Mortgagee to any remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other remedy or remedies.

H. WAIVER OF HOMESTEAD. MORTGAGOR HEREBY WAIVES ALL RIGHT OF HOMESTEAD EXEMPTION IN THE PREMISES.

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I. ILLINOIS STATUTORY WAIVERS. THE MORTGAGOR, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE PROPERTY, VOLUNTARILY AND KNOWINGLY HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ACT (AS DEFINED IN PARAGRAPH 23 BELOW)). THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15-1602) OR REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

J. GENERAL WAIVER. MORTGAGOR ACKNOWLEDGES THAT (A) MORTGAGOR AND MORTGAGOR'S PARTNERS, MEMBERS OR PRINCIPALS, AS THE CASE MAY BE, ARE KNOWLEDGEABLE BORROWERS OF COMMERCIAL FUNDS AND EXPERIENCED REAL ESTATE DEVELOPERS OR INVESTORS WHO UNDERSTAND FULLY THE EFFECT OF THE ABOVE PROVISIONS; (B) MORTGAGEE WOULD NOT MAKE THE LOAN WITHOUT THE WAIVERS IN THIS MORTGAGE; (C) THE LOAN IS A COMMERCIAL OR BUSINESS LOAN UNDER THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, NEGOTIATED BY MORTGAGEE AND MORTGAGOR AND THEIR RESPECTIVE ATTORNEYS AT ARMS' LENGTH AND THE LOAN IS SECURED BY A MORTGAGE ON REAL ESTATE UNDER 815 ILCS 205/4(1); AND (D) ALL WAIVERS BY MORTGAGOR IN THIS MORTGAGE HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER MORTGAGOR FIRST HAS BEEN INFORMED BY COUNSEL OF MORTGAGOR'S OWN CHOOSING AS TO POSSIBLE ALTERNATIVE RIGHTS, AND HAVE BEEN MADE AS AN INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A KNOWN RIGHT AND PRIVILEGE. THE FOREGOING ACKNOWLEDGMENT IS MADE WITH THE INTENT THAT MORTGAGEE AND ANY SUBSEQUENT HOLDER OF THE NOTE WILL RELY ON THE ACKNOWLEDGMENT.

Compliance with Illinois Mortgage Foreclosure Law.

K. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed the day and year first above written.

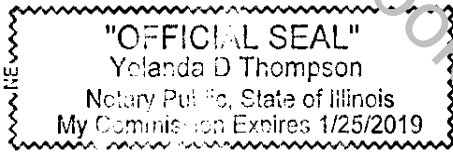
Kimm A. Dodaro
Kimm A. Dodaro – Mortgagor

[Sign Original Only]

State of *Ill*

City/County of _____, to wit:

I hereby certify that on this *30th* day of September, 2015, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Kimm A. Dodaro and that they executed the foregoing for the purposes therein contained, and that the facts set forth therein are true.
WITNESS my hand and notarial seal.



[Signature]
Notary Public
My Commission Expires: *1/25/19*

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File Number: 20151676

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12 IN ROLLING HILLS SUBDIVISION PHASE 3, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED AS DOCUMENT 87098904, IN COOK COUNTY, ILLINOIS.

PIN# 01-18-101-016-0000

Property Address: 12 Rolling Hills Drive, Barrington Hills, IL 60010