



Doc#: 1612515050 Fee: \$54.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/04/2016 02:00 PM Pg: 1 of 9

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 17-04-435-034-1162

**Address:**

**Street:** 2 West Delaware Place, Uni 2507

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60610

**Lender:** Monroe Capital Funding, LLC

**Borrower:** Leonard H. Koenig

**Loan / Mortgage Amount:** \$326,900.68

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:** 021521AE-D5BE-4CDD-B874-11163311762C

**Execution date:** 5/2/2016

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# MORTGAGE

THIS INSTRUMENT PREPARED BY:

RONALD KALISH, ESQ.

STEINBERG, GOODMAN & KALISH

20 N. CLARK ST., 31<sup>ST</sup> FLOOR

CHICAGO, IL 60602

(312) 782-1386

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This mortgage executed by Leonard H. Koenig, of 2 West Delaware, Unit 2507, Chicago, IL 60610, referred to as "mortgagor," which includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and denotes the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context requires, to Monroe Capital Funding, LLC, having its principal offices at 311 S. Wacker Dr., Suite 6400, Chicago, Illinois, 60606 referred to as "mortgagee."

For proper consideration, and also in consideration of the sum named in **the Amended and Substituted Note dated May 20, 2015** (hereinafter referred to as "Note"), mortgagor grants with mortgage covenants to mortgagee, its successors and assigns, all the tract of land of which mortgagor is now the legal owner, and in actual possession, located in Chicago, Cook County, Illinois, described as follows:

**Legal Description: from Deed 1073505069**

**PARCEL 1:**

**UNIT 2507 AND GU-237 & G-241 IN THE WALTON ON THE PARK SOUTH CONDOMINIUM, AS DELINEATED ON A SURVEY OF THAT PORTION OF LOT 5 IN WALTON ON THE PARK SUBDIVISION RECORDED SEPTEMBER 19, 2008 AS DOCUMENT 0825418053 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 AND IN THE SOUTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED UPON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 1014716029 AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. [THE DESCRIBED PARCEL 1 IS ALSO KNOWN AS LOT 1 IN THE WALTON ON THE PARK SOUTH SUBDIVISION]**

**PARCEL 2:**

**THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-158, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT NUMBER 1014716029**

**Address: 2 W DELAWARE Parkway Unit: 2507, Chicago, IL, 60610**

**Notes: TRACT SEARCH ONLY – GU-238 DEED TO KOENIG #1118812114  
UNIT 2507 (-1162) / GU-237 (-1428) / GU-241 (-1432) DEEDED OUT #1118812113**

And commonly referred to as:

2 West Delaware Place, Unit 2507, Chicago, IL 60610

PIN#: 17-04-435-034-1162

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Together with all structures and improvements now and later on the land and the fixtures attached to the land, together with all tenements, easements, and appurtenances to the property, and the rents, issues, and profits, all the estate, right, title, interest, and all claims in law and in equity, of mortgagor in and to the property.

This mortgage is given to secure: (a) the payment of \$326,900.68 with interest as provided in the Note, which Note is incorporated by reference, that Note being payable with interest on or **before November 30, 2016**; (b) the performance of the other agreements in the Note; (c) any future advances as provided in this mortgage, and to secure the performance of mortgagor's covenants and agreements.

Provided always, that if mortgagor pays to mortgagee, its successors, legal representatives, or assigns, the amount in the Note mentioned above, with all interest due, and performs, complies with, and abides by each and every stipulation, agreement, condition, and covenant of the Note and mortgage, and pays all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may incur in collecting the Note, in the foreclosure of this mortgage or otherwise, including reasonable attorney's fees, then this mortgage and the lien created will cease, and a release of the mortgage will be executed by mortgagee.

Mortgagor covenants and agrees that:

1. Mortgagor will pay the principal and interest and other amounts payable by virtue of the Note and this mortgage, or either, promptly on the days they become due.
2. Mortgagor will pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if they are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay them without waiving or affecting the option to foreclose or any right under this mortgage, and every payment made by the mortgagee will bear interest from the date of the mortgage at the rate of 5% per year.
3. Mortgagor will pay all the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Note and this mortgage, or either, and every payment will bear interest from the date of the mortgage at the rate of 5% per year.

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4. Mortgagor will keep the buildings now or later on the land insured in an amount equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, with standard and customary mortgagee loss-payable clause indorsed on it, making any loss payable to mortgagee, its successors, legal representatives, or assigns; and in the event mortgagor fails to obtain insurance, then mortgagee may obtain insurance and hold it as above provided, without waiving or affecting the option to foreclose or any right under this mortgage, and the mortgagor will repay to the mortgagee on demand all premiums paid by mortgagee, with interest at the rate of 5% per year from the time of payment by mortgagee; all premiums paid by mortgagee will be secured by this mortgage and will be collectible in the same manner as the principal indebtedness; and should the mortgagee because of the insurance receive any amount of money for damage, that amount may be retained and applied by mortgagee toward payment of the debt secured by the mortgage, or it may be paid over either wholly or in part to the mortgagor for the repair of the buildings or for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the mortgagee; and if the mortgagee receives and retains insurance money for damage to the buildings, the lien of the mortgage will be affected only by a reduction by the amount of the insurance money retained by the mortgagee.

5. Mortgagor will not permit or cause the removal, alteration, or demolition, without the consent of the mortgagee, of any building on the premises; all buildings now or later located on the premises will be maintained by the mortgagor in good and substantial repair; mortgagor will not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part of it, except reasonable wear and tear; and, in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected on the premises, or improvements, in good repair, mortgagee may make repairs as in its discretion it may deem necessary for the proper preservation of the buildings and the full amount of each and every payment will be due and payable 30 days after demand, and will be secured by the lien of this mortgage; and in addition, in the event of the occurrence of any of the preceding, the mortgagee will be entitled to immediately restrain the mortgagor by injunction or other appropriate remedy.

6. Mortgagor will perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Note.

7. Mortgagee may, at any time pending an action on this mortgage, apply to the court for the appointment of a receiver, and the court will then appoint a receiver of the premises, including all income, profits, issues, and revenues from whatever source derived, each and every one of which, it is expressly understood, is mortgaged by this document, as if specifically stated and described. The receiver's appointment will be made as a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency

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of mortgagor or the defendants. Rents, profits, income, issues, and revenues will be applied by the receiver according to the lien of this mortgage and the practice of the court. In the event of any default on the part of mortgagor, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the 12 monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for that year not covered by the monthly payments.

8. If any of the sums of money are not promptly paid within 30 days after becoming due, or if each of the stipulations, agreements, conditions, and covenants of the Note and this mortgage, or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the Note will become due and payable immediately or later at the option of mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on that day, despite anything in the Note or this mortgage to the contrary.

9. Mailing a written notice or demand addressed to the owner of record of the mortgaged premises or to the owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, will be sufficient notice and demand in any case arising under this instrument and required by the provisions of this mortgage or by law.

10. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee may at its option, immediately or afterwards, declare this mortgage and the indebtedness secured due and payable.

11. The mortgagor, within 30 days after request of the mortgagee, will furnish to the mortgagee or to any other person, firm, or corporation as may be designated by the mortgagee, a duly acknowledged written statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt.

12. The whole of the principal amount and interest will become due at the option of the mortgagee, under any of the following conditions: after default in the payment of any principal or interest, or any installment, as provided in the Note for 30 days; after default in the payment of any tax, assessment, water charges, sewer service charge, or other governmental or other charge or rate levied or charge against the mortgage premises, for 30 days after notice and demand from the mortgagee; after default subsequent to notice and demand from the mortgagee either in assigning and delivering the insurance

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policies insuring the building against loss, or in reimbursing the mortgagee for premiums paid on the insurance, as above provided; after default on request of the mortgagee in furnishing a statement of the amount due on the mortgage and whether off-sets or defenses exist against the mortgage debt, as above provided; or after default in the payment of any principal or interest, or any installment, as provided in any other secured debt on either Unit 1609 or Unit 2501 at 1660 N. LaSalle St., Chicago, IL.

13. The mortgagor warrants title to the premises and covenants with the mortgagee that the mortgagor is the true and lawful owner of the premises and has good right and full power to grant and mortgage them, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and any other matters as are indicated following the legal description of the premises expressly stated; and mortgagor further covenants that mortgagor will warrant and defend against all lawful claims of all persons except as above provided.

14. In case of a foreclosure sale, the premises, or so much as may be affected by this mortgage, may be sold in one parcel.

15. In the event any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the obligation secured by it) in which it becomes necessary to defend or assert the lien of this mortgage, whether or not the mortgage is made or becomes a party to such action or proceeding, all expenses of the mortgagee incurred in any action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, will be paid by the mortgagor, and if not paid promptly on request, will be added to the debt secured and become a lien on the mortgaged premises, and will be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title, or interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and will bear interest at the rate provided for the obligation secured. This covenant will not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured by it, which action or proceeding will be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions. With respect to any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured by it, in the event that one or more defaults as above provided shall occur, the remedies available to mortgagee shall include, but not necessarily be limited to: (a) mortgagee's right to declare the entire unpaid balance of the Note immediately due and payable; (b) mortgagee's right to foreclose this mortgage and in case of sale in an action or proceeding to foreclose this mortgage, the mortgagee shall have the right to sell the mortgaged property covered hereby in parts or as an entirety. It is intended hereby to give to the mortgagee the widest possible discretion permitted by law with respect to all aspects of any such remedies upon default.

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16. If all or any part of the premises are condemned and taken under the power of eminent domain, or if any award for any change or grade of streets affecting the premises are made, all damages and awards for the property taken or damaged will be paid to the holder of this mortgage, to the amount then unpaid on the indebtedness secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount paid will be credited against the indebtedness and, if insufficient to pay the entire amount, may, at the option of the holder, be applied to the last maturing installments, and the balance of damages and awards, if any, will be paid to the mortgagor. The holder of this mortgage is given full power, right, and authority to receive any and all damages and awards.

17. If the mortgagor or any obligor on the secured Note: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) is adjudicated a bankrupt under that act, or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) makes a general assignment for the benefit of creditors, then and on the occurrence of any of the conditions, at the option of the mortgagee, the entire balance of the principal amount secured, together with all accrued interest, will immediately become due and payable.

18. Mortgagor will comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises, and if mortgagor neglects, or refuses to comply and the failure or refusal



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continues for a period of 30 days, then, at the option of the mortgagee, the entire balance of the principal amount secured by this mortgage, together with all accrued interest, will immediately become due and payable.

Executed at 311 S. Wacker Dr., Chicago, IL on 10 April.

MORTGAGOR

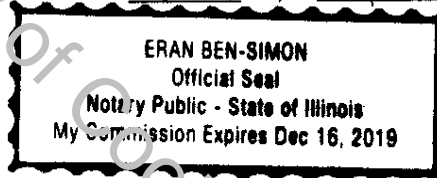
*Leonard H. Koenig*

LEONARD H. KOENIG

*Leonard H. Koenig*

Subscribed and sworn to before me this 10 day of April, 2015.

*Er Ben Simon*



This instrument was prepared by Ronald Kalish, Esq., Steinberg, Goodman and Kalish, 20 N. Clark St., Suite 3100, Chicago, IL 60602.

After recording, return to Monroe Capital Funding, LLC, 311 S. Wacker Dr., Suite 6400, Chicago, Illinois, 60606